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THE SHIMONOSEKI NEGOTIATIONS.

In a supplement to the *Peking and Tientsin Times* is published a documentary history of the peace negotiations between China and Japan commencing with the telegraphic announcement to the Japanese Government of the appointment of LI HUNG-CHANG as Minister Plenipotentiary with full powers down to the last exchange of *pourparlers* before the signature of the Treaty of Peace at Shimonoseki on the 17th April. It is impossible, after a perusal of these documents, to resist the conclusion that the attempt on the life of the Chinese Plenipotentiary by the fanatic KOYAMA TOYOTARO, though a painful experience for the sufferer, was a most fortunate event for China. Prior to that regrettable incident the Japanese Government had prudently declined to agree to an armistice except under conditions, which included the occupation by Japanese troops of Taku, Tientsin, and Shan-hai-kwan, the control of the railway between the last-named places, and the payment by China of a war contribution commensurate in amount with the length of the armistice. After the fatal bullet had found a billet in the cheek of the Viceroy LI HUNG-CHANG, His Majesty the MIKADO, in token of a desire to make national amends for this injury, most magnanimously offered an unconditional armistice to China, an offer which was eagerly accepted. Nor was this all. In the subsequent negotiations the Japanese Plenipotentiary displayed a consideration that would hardly, we think, have been made by another Chinese Representative, and made concessions which will certainly be regretted now by foreigners, and sorely by Japanese in the future. In the terms submitted by Count Ito to the Chinese Plenipotentiary, for instance, Article VI. contained the following very reasonable stipulations:—

China makes in addition the following concessions, to take effect six months after the date of the present act:—

1st.—The following cities, towns, and ports, in addition to those already opened, are opened to trade, residence, industries, and manufactures of Japanese subjects, under the same conditions and with the same privileges and facilities as exist at the present open cities, towns, and ports of China:—

- 1.—Peking.
- 2.—Shashih in the province of Hupeh.
- 3.—Siantan in the province of Hunan.
- 4.—Chungking in the province of Szechuen.
- 5.—Wuchow in the province of Kwangsi.
- 6.—Soochow in the province of Kiangsu.
- 7.—Hangchow in the province of Chekiang.

The Japanese Government shall have the right to station Consuls at any or all of the above named places.

2nd.—Steam navigation for vessels under the Japanese flag for the conveyance of passengers and cargo shall be extended to the following places:—

- 1.—On the Upper Yangtze River from Ichang to Chungking.
- 2.—On the Siang River and Lake Tungting from the Yangtze River to Siantan.
- 3.—On the West River from Canton to Wuchow.
- 4.—On the Woosung River and the Canal from Shanghai to Soochow and Hangchow.

The Rules and Regulations which now govern the navigation of the inland waters of China by foreign vessels shall, so far as applicable, be enforced in respect of the above named routes until new Rules and Regulations are conjointly agreed to.

The Article, which was a very lengthy one, also contained the following highly important clause:—

7th.—China engages to at once proceed, under the advice of experts, to remove the Woosung Bar at the mouth of the Huangpu River in such a manner as to maintain constantly a clear channel of at least twenty feet in depth at low water.

To this demand the Chinese counter proposal was of course ludicrously inadequate. It simply ignored all the concessions demanded and proposed to place Japan on the

same footing with regard to trade as other Treaty Powers, making the existing Treaties the basis for a new commercial treaty with Japan. This cool proposition was naturally brushed aside by Count Ito, but he nevertheless greatly modified his first demands, as the following amended conditions of Article VI. will plainly show:—

China makes in addition the following concessions, to take effect six months after the date of the present Act:—

1st.—The following cities, towns, and ports, in addition to those already opened, shall be opened to the trade, residence, industries, and manufactures of Japanese subjects under the same conditions, and with the same privileges and facilities as exist at the present open cities, towns, and ports of China:—

- 1.—Shashih in the province of Hupeh.
- 2.—Chungking in the province of Szechuen.
- 3.—Soochow in the province of Kiangsu.
- 4.—Hangchow in the province of Chekiang.

The Japanese Government shall have the right to station Consuls at any or all the above named places.

2nd.—Steam navigation for vessels under the Japanese flag for the conveyance of passengers or cargo shall be extended to the following places:—

- 1.—On the Upper Yangtze River from Ichang to Chungking.

- 2.—On the Woosung River and the Canal from Shanghai to Soochow and Hangchow.

The clause about the rules and regulations to govern the navigation of the inland waters is the same as that first proposed, but the stipulation for the removal of the Woosung Bar is altogether eliminated from the reduced demands. It will thus be seen that Japan conceded the demands for the opening up to trade of—

- 1.—Peking.
- 2.—Siantan, in the province of Hunan.
- 3.—Wuchow, in the province of Kwangsi.

Also—

- 4.—The right of steam navigation on the Siang River and Tungting Lake.

- 5.—The right of navigation on the West River from Canton to Wuchow.

- 6.—The removal of the Woosung Bar and deepening of the channel of the river.

The demands relinquished are of infinitely greater importance to foreign trade with China than those gained, but they are all stipulations that Great Britain and France ought to have long since secured in reparation for the outrages and murders of their respective subjects in the Yangtze Valley and elsewhere, and would have done had the Foreign Ministers of the two Powers been other than invertebrate politicians whose attention is wholly absorbed in parochial matters. The first telegraphic reports of the conditions of the Treaty of Peace stated that they included the opening of the West River to trade, and there was at least this foundation for the statement, that it had been demanded. The veteran mandarin LI HUNG-CHANG no doubt chuckles over the fact that he has at least succeeded in purging the Treaty of most of the stipulations that could enure to the benefit of the rabidly hated Westerns. If the Treaty Powers are not wholly emasculated of their former energy they will now make it their business to see that the demands withdrawn by Count Ito from Article VI. of the Treaty of Peace between China and Japan are embodied in new Conventions with China.

THE REGENERATION OF CHINA.

When the eighteen separate states or provinces collectively described as China by foreigners lay prostrate under the foot of the vigorous little Empire of Japan it was very commonly believed in Western countries that, so soon as the struggle came to an end, the Chinese Government or nation would begin to set their house in order and at once inaugurate great reforms and improvements with a view to avert any repetition of the disaster which had overtaken them. Optimistic writers in the Press of Europe and America drew vivid pictures of the far-reaching and

in some cases startling changes they imagined would spring out of the furnace of affliction and humiliation into which the vanity and corruption of the rulers of China had plunged her. Reforms in the administration, in the judiciary, in the financial control, in the system of taxation, in the army and navy were glibly foretold, and a vast expansion of native and foreign trade regarded as the inevitable outcome of the construction of railways and the further opening up of the country to intercourse with the world outside the boundaries of the Central Kingdom. It was readily assumed that the humbled Manchu dynasty would be only too eager to develop the resources of the Empire in order to pay off the indemnity to Japan, and that this desire would prompt them to welcome with almost avid delight any proposals to accomplish the work with the aid of Western capital. The prospect thus portrayed has of course aroused some sanguine expectations in the minds of financiers, manufacturers, merchants, and others in Europe and the United States. More especially confident have the American journals been of the good time dawning commercially in the Far East, and some eager inquiries have reached us privately as to the prospects of trade in the ports and places to be opened up after the war. Some writers, innocent as an unborn babe of any knowledge of the East or of Oriental peoples, have jumped to the conclusion that the Chinese are now panting for the introduction of railways, tramways, the electric light, a national currency, machinery of all kinds, and for mining experts to prospect among the rich mineral deposits of the Empire.

Needless to say these worthy souls have reckoned without the host. They have made no allowance—because they had no knowledge thereof—for the obdurate conservatism of the Chinese, the fatuous habit of drift, the tenacity with which, under the most extraordinary conditions, the officials cling to their beloved system of squeeze. The concessions obtained by the Japanese in the shape of commercial privileges are very much less than was hoped or expected and there is no ground for thinking that the Chinese Government will voluntarily concede even the smallest advantage to trade. Nor is there much hope that the means of communication even will be improved rapidly. The country will be drained of cash to pay the Japanese indemnity, and the mandarins are too jealous of foreign influence to allow the introduction of foreign capital, no matter how beneficially it might be employed in the interests of the nation. If proof of this were needed, it is only necessary to refer to the action and policy of the Viceroy CHANG CHI-HUNG. Some five years ago this official formulated a scheme for building the Chinese trunk railway with Chinese capital and Chinese material, for which purpose he established, at enormous cost, ironworks at Hanyang wherein to manufacture rails from iron ore to be quarried in Hupeh, and commenced opening coal mines in the same province wherewith to smelt it. After exhausting all available funds, spending probably as much as the first section of the proposed line would cost, he achieved a modified success, though it is doubtful whether the native material will not prove more costly than the imported product; while on the other hand some years of valuable time have been lost. Untaught by experience the Viceroy—having been transferred from Wuchang to Nanking—is now about to repeat his experiment by establishing large ironworks in the latter city to supplement those at Hanyang in turning out rails for the proposed railway.

The first section of this line is to be laid not at either end but in the centre, from Yangchow on the Yangtze river to Tsing-kiangpu on the Grand Canal, and it is stated that a commencement of the undertaking will be essayed at the latter end of this or early in the spring of next year. CHANG-CHIH-TUNG deserves the credit of meaning to be patriotic, and, unlike LI HUNG-CHANG and his gang of corrupt miscreants, he has no designs on the national purse. Unfortunately, however, he is unpractical and somewhat at the mercy of underlings less scrupulous and more cunning than himself, and it is to be feared therefore the progress of the grand trunk railway made under his auspices will be as tedious as it is certain to be costly. Between the unpractical in the person of CHANG CHIH-TUNG and the corrupt in those of the Li clan, it is only too probable that the work of opening up China will be as hopeless and as tardy as the regeneration of the unspeakable Turk. It is rumoured, with what truth we know not, that even the project devised by Sir ROBERT HART for the centralised control of the empire's finances is likely to be wrecked by the mandarins interfering, as they evidently believe that the honest collection of the revenue would imperil their illegal gains.

The very first step in the road to official reform has still to be thought of, and is not likely ever to be seriously taken unless irresistible pressure from without be applied. Similarly no real progress is possible in China under the present form of administration. The sooner these facts are grasped by foreign Governments the better it will be for the future of China's foreign trade and relations. While the present system continues friction with foreign Powers must be ceaseless and causes of complaint against Chinese officials endless. Even now, when, if ever, it is China's interest to be friendly with the "outer barbarians," outrages on missions still proceed, and the account for the massacres and outrages in the Yangtze Valley goes on accumulating. The Chinese Government evidently have no intention of doing anything to conciliate foreign Powers or to win foreign support. LI HUNG-CHANG and his faction are a waning force, and although they were always strongly anti-foreign at heart they at least had a certain appreciation of the power of Western countries and understood the importance of maintaining commercial intercourse with them. The mandarins now coming to the front are as strongly anti-foreign as the Li's, but vastly more ignorant and less amenable to reason. On the other hand some of them, like CHANG CHIH-TUNG, are more honest and therefore less likely to play falsely with foreigners. The outlook for the opening up of the resources and trade of China is, on the whole, little improved. The Government of Peking will not be a whit more inclined to encourage foreign trade or residence in China than they were before the war, and may even prove more obstructive in the case of the smaller Powers. But there is at least one point gained: the real, innate weakness of China has been proved, and never again will a first-class Power count the consequences of a threat, as was done after the Franco-Chinese hostilities and before the war just concluded. The Japanese have as effectively disposed of the bogey of Chinese military power as represented by her millions as they disposed of the Chinese navy. In future no Foreign Minister at Peking need fear to threaten lest the power to carry it into effect be lacking. China is now vulnerable at every part, and if she waxes truculent and seeks to add insult to injury she can at least be punished.

THE RATE OF WAGES IN JAPAN.

A Japanese native paper the other day predicted a great struggle between capital and labour in the Land of the Rising Sun. It will be singular if such a struggle does not take place; it can, indeed, only be avoided by capitalists showing a much more conciliatory spirit towards their workpeople than has been displayed in any other country. The adoption of railways, steamships, and the use of machinery in connection with manufactures has vastly increased the productive power of the country and added to its present and prospective wealth. Are all the advantages to be absorbed by the capitalist while the workman remains on the plain he occupied in pre-Restoration days? That would be contrary to the experience of every other country and opposed to all probability. The Japanese working classes are intelligent and receptive of new ideas, they appreciate no less than other people a comfortable standard of living, and it is inconceivable that they should consent to be left without any share in the distribution of the increased wealth of their country. The late Mr. BRASSEY, the great contractor, said he had found wages pretty much the same all over the world, that is, that a given quantity of work cost about the same whether it was executed in a country where so-called cheap labour is available or in a country like England where wages are high. In other words, high wages as a rule command efficiency and efficiency commands high wages. Labour may for the purposes of the argument be considered a commodity; like other commodities, it tends to find its level; and the greater the facilities for transport and communication, the more readily is the level found. And where the efficiency of labour is increased by the use of machinery it is reasonable and indeed inevitable that labour should claim and obtain a share in the benefit. This was one of the points raised in the recent boot strike in England. New machinery had been introduced superseding to a great extent hand labour. The operatives did not object to the machinery, but they claimed that their own position should not be worsened thereby. Without entering into the merits of that particular dispute, we may take it as an illustration of a general law. Machinery cannot be worked without labour, and the labourer will not work it unless he as well as the capitalist shares in the benefit. When new countries are opened up or old countries which have been secluded in the past are brought into rapport with the rest of the world it necessarily takes time before the conditions of labour assimilate to the general standard, but the tendency is always in that direction. So will it be in the case of Japan. It may be many years before her surplus labour becomes absorbed and the workman is able to command sensibly higher wages, but that is what must come sooner or later. When the national aspiration is fulfilled, and Japan, with her forty millions of inhabitants, has become a great manufacturing country, the England of the East, the labour of skilled workmen will no longer be obtainable at fourpence or fivepence a day. But the competition of cheap labour is not a new thing for England. The rates of wages in Continental countries have always been lower than in that country, but England has nevertheless maintained her industrial supremacy and will continue to do so, especially while she enjoys the advantages of free trade and other countries labour under the restrictions of the protective system. The extraordinarily cheap labour of the Orient, however, shows a greater disparity in rates of wages than anything that has

been hitherto experienced, and for the time being it must be confessed that the Japanese manufacturers enjoy a great advantage. The progress of the cotton industry in Japan is too well known to call for special reference, also the match industry, but there are some minor lines in which the results of cheap labour on prices are still more marked. Even the manufacture of surgical instruments has not escaped the enterprise of the Japanese and we are told that articles can be bought in Tokyo for eightpence which in Europe would cost upwards of half-a-guinea. A portion of this discrepancy in price is to be accounted for by the fact that patent rights, which greatly enhance the cost in Europe, are not yet respected in Japan, but when the new treaty becomes operative that feature of the competition will disappear. A gentleman who was in Canton the other day tells us, too, that he saw there a number of platform scales of foreign type but Japanese make. "No deceit this time," he says, "no foreign name on the scales, but the name of the Japanese maker and place of manufacture, apparently a really good article of excellent make, equal to English and half the price." These platform scales, we understand, are now largely used by junks for weighing cargo in and out. The Japanese saw the demand for English scales and entered into competition, producing an article which met the market better, inasmuch as the Japanese scales are marked in catties instead of pounds. English manufacturers often allow themselves to be cut out in consequence of their want of adaptability to the local requirements of particular markets, of which this is a case in point, though they have enough to contend with in the cheap labour of the Japanese and the bounty placed on Eastern manufactures by the appreciation of gold, without farther handicapping themselves.

A RAILWAY FROM PAKHOI TO NANNING.

The suggested opening of the West River to steam navigation recalls the project of a line of railway from Pakhoi to Nanning, mooted some years ago. As far as Wuchow there are no obstacles to the navigation of the river, but above that town dangerous rapids are encountered, and the risk of goods being lost by shipwreck, combined with the exactions of the frequent lekin stations along the river, induces merchants to use the Pakhoi route, cargo being carried overland from Pakhoi to Nanning, where water carriage is again resorted to. The rapids, although a real danger, are probably less feared than the lekin stations. Mr. C. C. CLARKE, Acting Commissioner of Customs at Lungchow, in the Decennial Report 1882-91, speaking of the resources of Kwangsi, wrote:—"Wuchow, with 40,000 to 50,000 inhabitants, is the place of largest population and commercial importance; Nanning is second; and Liu-chow, with its large timber trade, is third. Hsun-chow, Yu-li, and Po-se make the fourth rank; and the business of Kwei-hsien possibly is larger than that of Lungchow. The West River and its feeders are, of course, the natural trade routes of the province, diminished very much in value by frequent rapids, by the too swift current of summer, and by want of water in winter. The cities are connected by roads; but most of them are not used for the carriage of merchandise in quantity, except when water fails or Customs stations are numerous. Of these stations there are few west of Nanning-fu. For the most part, trade takes to the water when it can. It should always be remembered

"that the West River is not a river like the Yangtsze. It is not navigable for steamers above Wuchow-fu, in the extreme east of Kwangsi. Between Wuchow and the next place of importance, Hsunchow-fu, the river is full of rocks—ridges running out from either bank and overlapping—and the channel crossing and recrossing the rivers between these is too narrow for manoeuvring in a swift current. Junks reach Wuchow in eight days from Canton and Hsunchow in fourteen days. We may be quite sure that whatever change may take place in the course of the Nanning trade, the districts now served by Wuchow and Hsunchow will continue to trade with Canton." Mr. CARL, at present Commissioner at Mengtsu, but who was formerly stationed at Lungchow, in his report on the trade of the last named station for 1889, discussing the probability of Western Kwangsi drawing its supplies through Tonkin when the railway to Langson should be completed, wrote:—"One, however, must remember that the West River, with its numerous feeders branching out in every direction, is the natural trade route for nearly all the Kwangsi province, and if the Chinese Government ever decides to abolish lekin stations, no railway in Tonkin could possibly compete with the river route in the matter of cheapness. If such a thing should be done all the big towns along the river would draw their supplies from, and ship their produce to, Canton. The river is easily navigated as far as Wuchow-fu; from there on to Nanning there are rapids, somewhat dangerous too, but these are time after time passed by the native boats without accident. The only thing necessary is care and to have good boat-gear that will not break or give way at a trying moment. Between Nanning and this place (Lungchow) there is only one bad rapid, just this side of Taiping-fu. A boat of over 200 piculs carrying capacity can be engaged to go from Canton to Lungchow for \$100, which makes the freight less than 50 cents per picul. The only reason native merchants do not use this route now is on account of the numerous lekin stations and heavy lekin charges along the way. Between Canton and Wuchow there are no less than ten lekin stations where boats have to stop, between Wuchow and Nanning there are six, and between Nanning and Lungchow there is one, only for down-bound boats." The number of lekin stations between Canton and Wuchow is strong evidence of the value of the trade up to the latter point and, therefore, of the advantages that would accrue from the opening of the river to steam navigation, even if the through traffic to western Kwangsi and Yunnan should still follow the Pakhoi route. Wuchow is itself an important distributing centre and is a goal well worth aiming at, independently of what may lie beyond. The Nanning trade would possibly be best served by a railway from Pakhoi, even if the lekin exactions on the river were removed. Some seven or eight years ago the idea of a railway from Pakhoi to Nanning was rumoured to have attained something approaching the distinctness of a scheme, and it was discussed in the Consular report for 1889 by Mr. E. L. B. ALLEN, then Acting Consul. Pakhoi is, in a straight line, only some seventy-five miles distant from the nearest point of the West River, and about a hundred miles from Nanning. Nevertheless the land carriage of goods from Pakhoi over the comparatively short space that divides it from the West River is said to cost more than their further carriage for some three hundred miles or so of waterway as far as Po-se. The goods are

carried by porters, always a slow and expensive means of conducting traffic. If a railway were established there can be little doubt that it would at once prove an immense success, for railways running along a well-established land traffic route never fail to pay, and even where there is water communication they command a substantial share of the traffic. From Pakhoi to Nanning no engineering difficulties would be met with in laying a line of railway, for the country is almost a perfect plain until within a few miles of the river, when low hills are met with, which could be easily negotiated. Such a line would greatly facilitate traffic and would be a very promising investment for capital. Supposing it to be constructed Hongkong would still remain the head quarters of the traffic, for ocean going steamers could not conveniently go to Pakhoi, and would therefore continue to bring the cargo on to Hongkong for transshipment to coasting steamers. There is every reason, therefore, why Hongkong should look favourably on the project.

ARE COMPRADORE'S ORDERS BILLS OF EXCHANGE.

Soon after the introduction of stamp duties in Hongkong, in 1866, the question was raised whether compradore's orders were subject to duty. The then Collector of Stamp Revenue, the late Mr. MITCHELL, decided they were not, on the ground that a compradore's order was really an order drawn by a man on himself and did not come within any of the articles of the Ordinance. This ruling remained practically unchallenged until the other day, when a case was brought in the Summary Jurisdiction of the Supreme Court in which the same question was raised. The Acting Puisne Judge, taking a different view from that hitherto held by the Stamp Office, decided that a compradore's order is a bill of exchange and requires to be stamped as such. The point is one of some importance and we should be glad to see it appealed to the Full Court, for the judgment of His Honour Mr. SERCOMBE SMITH does not appear to us quite conclusive. "What," His Honour asked, "is the nature of this compradore's order? Is it an instrument within the definitions of a bill of exchange, promissory note, or cheque, or is it an instrument *sui generis*, depending for negotiability on universal usage entitled to be recognised as part of the law merchant?" He gave sufficient reasons for holding that it was not a cheque, but his reasons for holding that it was not a promissory note were less convincing. If it were necessary to place it in one of the categories we should be inclined to regard it rather as a promissory note than a bill of exchange. The Judge's reasons for holding the note in question not to be a promissory note are set out as follows:—"To a promissory note there are only two parties, the maker and the payee. In this compradore's order there are three parties, viz., the drawer, the drawee, and the payee. As there was no evidence in this case to show that the drawer and the drawee were practically the same person, I must look to the face of the document itself, which distinctly discloses the presence of three parties. On this ground, then, the instrument in question is not, in my opinion, a promissory note." Without evidence the Judge of course could not decide that the drawer and drawee were one and the same person, and on the case as laid before him he could perhaps have arrived at no other conclusion than that the compradore's order in question in the case was in fact a bill of exchange; but it is un-

fortunate, from a general and public point of view, that the question of custom was not more fully argued. A compradore's order, according to our view, is an instrument *sui generis*, depending for negotiability on universal usage entitled to be recognised as part of the law merchant. There are in effect only two parties to the instrument, the drawer and the payee, the drawee being only a servant of the drawer, and not infrequently there are in actual fact only two persons, many people now acting as their own compradores. In the case decided the other day, the Judge held that "if the drawee were a fellow employee of the drawer, the drawee would be 'another' person within the definition of a bill of exchange; if the drawee were a servant of the drawer, the two would practically constitute the same person and the holder might then treat the instrument at his option as either a bill of exchange or a promissory note." It was formerly almost the universal custom, and is still the custom in many firms, that the employees were permitted to draw on the compradore, that is, a servant of the firm may be allowed to make use of the compradore as his private cashier, but when he gives an order "compradore pay" it means that the compradore is to pay, not as the compradore of the firm, but as the cashier of the person giving the order. What may now be regarded as a privilege was formerly a necessity, for in the state of the currency in the old days, when the Banks would have nothing to do with small accounts, when there were no one-dollar notes in circulation, when the silver dollar was even more open to suspicion than it is now, and when broken silver had to serve the purpose of the present subsidiary coinage, it would have been difficult for a person to act as his own cashier; employees of firms were consequently allowed to make use of the services of the firm's compradore, and ordinary payments were usually made by compradore's order, whether the sum amounted to hundreds of dollars or only to ten cents for chair hire. With the increase of banking facilities and a sufficient subsidiary coinage, compradore's orders have been to some extent supplanted by cheques and payments in cash, but the old custom still exists, and as long as it does so it is undesirable that there should be any doubt as to the validity of a compradore's order. Such an order, it seems to us, is neither a bill of exchange nor a promissory note, but answers more correctly to the endorsement "cashier pay" which might be written across an account presented for payment to a firm in London and which would entitle the collector to go to the cashier's desk and receive the money. There could be no question either of a promissory note or a bill of exchange in such a transaction as that, and in Hongkong, when a shroff presents a bill for payment and receives an order for the amount on the compradore, it seems equally absurd to consider the order a bill of exchange. If a chair cooler finds himself the possessor of a document in the following form, "Compradore pay 10 cents chair account," is he to be called upon to decide whether he will treat it as a bill of exchange or promissory note and to see that it is duly stamped? In the case decided in court the other day the amount involved was a substantial one, but the principle of the compradore's order is the same whether the amount for which it is given be large or small: it is simply an order given by a man on his own cashier, and, therefore, on himself. It seems, too, that there was a moral defence to the action, but it was not on that defence, but on the technical defence of failure to stamp the document, that the defendant succeeded. If

the question of the validity of compradore's orders were ever carried to the Full Court we think it would be held that such a document was an instrument *sui generis* and neither a promissory note nor bill of exchange. It would be well, however, in order to remove all doubts, to specifically include compradores' orders in the list of exemptions under the Stamp Ordinance, for their convenience is too great for their use to be dispensed with and as they cannot in practice be treated either as promissory notes or bills of exchange the effect of the judgment of the Acting Puisne Judge, if it is neither met by legislation nor overruled by the decision of a superior court, will be to introduce an undesirable element of uncertainty into transactions where these documents are employed.

SHARE DEALINGS ON BLANK TRANSFERS.

Considering the number of shares that change hands in Hongkong on blank transfers it is rather surprising that there has not been more litigation in regard to the payment of calls and collection of dividends. The case of *HILL v. GOMES*, decided on appeal by the Supreme Court the other day, clearly lays down the law, so far as the payment of calls is concerned. The facts of the case were briefly as follows: Certain shares in a Company which afterwards went into liquidation were sold by the plaintiff to defendant, who resold them. No transfer was registered in the Company's books, and when calls were made the plaintiff had to pay them. He sought to recover the amount from the defendant and the Supreme Court in its Summary Jurisdiction gave a decision in his favour. Against this decision the defendant appealed, but the Full Court dismissed the appeal and upheld the judgment of the Court below. To the lay mind it may appear singular that such a clear case should have been contested. The moral of the case is that people who sell shares with a liability attaching to them had better keep a record of their transactions. Mr. GOMES has the same recourse as Mr. HILL had; he can claim from his purchaser, who in turn can claim from his, if he can find him. It appears, however, that the thread has been lost and that the ultimate purchaser is unknown. That makes it a hard case for the person who may have to bear the loss, but on no principle of justice could the loss be thrown on the original holder of the shares, when he was in a position to prove who was the purchaser from himself. In delivering the shares with a transfer duly executed by himself he had done all that was necessary to place the purchaser in possession and to enable him to have them registered in his own name; and in parting with his property in the shares he also transferred to the purchaser the liability. If instead of calls being made dividends had been paid the shares would either have been duly transferred in the Company's books or the person in whose name they stood would have been applied to for the dividend, which is a very common thing in our local share market. In cases where the registered owner is not the actual owner of the shares it is not usual to make any difficulty about paying over the dividend, though sometimes completion of the transfer is insisted upon. It would be well if this were done in all cases, especially in those where there is a liability attaching to the shares. There is no legal obligation resting on any one to collect dividends after he has parted with his shares, and by doing so he might possibly find his legal position somewhat changed. For instance, A sells

shares to B, which B again sells to C; C applies to A for the dividend, which A pays to him; in the event of the Company subsequently going into liquidation and making calls on the shareholders to discharge its liabilities, A being still on the register would be liable to the Company, with right of recourse against some one, but having acknowledged C as the actual owner by paying him the dividends his right as against B would be prejudiced, while C might be able to raise various defences to any claim made upon him, defences that could not be raised by the immediate purchaser, as for instance that the shares were only hypothecated to him or held under conditions. It is therefore to the interest of every one selling shares with a liability attaching to them that the transfer should be completed and registered, and it seems a defect in the law that there is no convenient means of compelling the purchaser to do his part in this. Within the last few years a good many people in Hongkong have been compelled to pay calls on shares which they had sold, for though they had a right of recourse against the purchaser the latter has been possibly unknown, or, if known, unable to meet his obligations.

THE SUBSIDIARY COINAGE.

THE Chinese subsidiary coinage, which has hitherto proved such a convenience to the colony, is likely to become an equal nuisance. To some extent the nuisance has already been experienced, for the coins have not been accepted by the Post Office, and a person with a pocket full of them has been unable to purchase a stamp. Visitors have probably been more inconvenienced by this than residents, for the latter usually keep a stock of stamps on hand, or they are at all events acquainted with the rule and can make provision accordingly. Not so with the globe-trotter, who, having provided himself with small change to meet his temporary requirements, goes to the Post Office to buy stamps for his correspondence and finds, perhaps just as the post is about to close, that his ten and twenty cent pieces are useless for that particular purpose. Residents, however, although they might feel it an indignity that the colony should be to so large an extent dependent on the Canton mint for its subsidiary coinage, have fully appreciated the advantage of being able to obtain without difficulty as much small change as they wanted. The Chinese ten and twenty cent pieces were as good as the Hongkong coins for all ordinary purposes and in matters of business sentiment does not count for much. Now, however, the Banks have followed the lead of the Government departments and refuse to accept Chinese coins, tradesmen will be compelled to follow suit, and in a short time the coins will be at a substantial discount. The movement is only just commencing, but we notice that the Ice Company now puts a printed notice on its bills to the effect that Chinese subsidiary coins will not be accepted in payment, on account of the Banks refusing to receive them, and no doubt the example of that Company will be generally followed. With the coins at a discount they will naturally disappear from general circulation, as the Japanese subsidiary coins did some years ago, but while the process is going on it must necessarily cause a good deal of petty annoyance. Whenever a person has to receive change he will find that there is a larger or smaller sprinkling of the depreciated currency amongst it, and if he carelessly accepts it he will have trouble in getting rid of it again. The chair

coolies will very soon discover that a Chinese ten cent piece is no longer worth ten cents and will refuse to accept it in payment of their fare, and the holder will find himself reduced to putting the troublesome coins in the collection bag. Except for the temporary inconvenience, however, the driving out of the Chinese coins is not to be regretted, provided the Government meets the requirements of the colony by an ample supply of Hongkong coins. For the idiotic caution shown in the past in this matter the home authorities, not the local Government, are to be held responsible. When the colony was being flooded with Chinese coins a change of policy was adopted and applications to the Treasury for Hongkong coins were not so generally met with a reply that there were none in stock. But will this continue now that the Chinese coins are likely to fall to a discount and therefore to disappear from general circulation? The Treasury authorities at home seemed formerly to be inspired in this matter with a spirit of what our American friends call "pure cussedness" and when we are again in straits the same spirit, it is to be feared, will once more show itself. The Chinese coins, objectionable as they are from a sentimental point of view, have been a great practical convenience, and if they are to be dispensed with it is to be hoped the local Government will do all in its power to combat the stupidity of the home Authorities and to see that the colony is amply supplied with coins bearing the Queen's head.

THE MEDICAL COMMITTEE AND THE MEDICAL OFFICER OF HEALTH.

The fact that the report of the Medical Committee was printed in the form in which it was signed and sent in has been satisfactorily established. There still remains the mystery why the members of the Committee incorporated in their report such an extraordinary expression of opinion as that the Medical Officer of Health need not necessarily be a subordinate officer of the Sanitary Board, putting the sentence in parenthesis and throwing it in in a seemingly casual way. The Committee dealt in a very able way with the various questions submitted to them, giving sensible reasons for their conclusions, except in this one instance. If there were reasons why the Medical Officer of Health should not be an officer of the Board why were the reasons not set out? The matter was surely of sufficient importance to justify the giving of reasons, as the course of events has shown. But no reasons are given, an opinion is just thrown in parenthetically, and there the matter is left, no one outside the Committee knowing whether the point was ever discussed at all or whether the gentleman responsible for making the first draft of the report put it there of his own motion and his fellow-committeemen passed it without consideration. The members of the Committee must be considered to endorse what they have appended their signatures to, unless they disavow it, but this expression in reference to the Medical Officer of Health and his relation to the Sanitary Board does not on the surface bear the appearance of having been arrived at after mature deliberation. In the course of the evidence one witness, Mr. McCALLUM, was asked whether it would be possible to have a Health Department the same as the other departments in the colony, with a medical man at the head of "and this officer directly responsible to the Government and not to the Sanitary Board. His reply was—"Then you would have two "authorities, the Health Officer and the Sanitary Board." The matter does not

seem to have been pursued further. Dr. ATKINSON certainly expressed the opinion that the Medical Officer of Health should be a subordinate officer of the Colonial Surgeon, in order that his services might be available departmentally in the event of the general staff being reduced through illness or other causes; and the witness was also of opinion that with the addition of such an officer to the Medical Department the Sanitary Board might be abolished, but he never seems to have contemplated that a Medical Officer of Health should be appointed who should be independent alike of the Colonial Surgeon and of the Sanitary Board, which is what the Medical Committee have been led, either consciously or unconsciously, into recommending.

MR. FRANCIS AND THE RECOGNITION OF HIS PLAGUE WORK.

The community will sympathise with Mr. FRANCIS in the treatment to which he has been subjected by the Government in connection with the recognition of his plague services. It was generally understood that he would at least be made a C.M.G., and to ask him to accept a paltry inkstand while conferring a C.M.G.-ship upon his colleague on the Permanent Committee, Mr. F. H. MAY, can only be construed as a marked and intentional insult. Every one is pleased that Mr. MAY has been so deservedly honoured, but the fact that his services have been acknowledged in that form throws into greater relief the shabby treatment accorded to Mr. FRANCIS. The explanation is perhaps not far to seek. In the first place Mr. FRANCIS is not an official, and in Crown Colonies the Government is very chary of conferring honours outside the charmed circle, however great may be the services rendered; and, in the second place, Mr. FRANCIS has on certain points deemed it his duty to oppose the Government. His opposition has sometimes been expressed with what may have been considered unnecessary warmth, but to allow petty considerations of that kind to weigh in a matter such as this would betoken a very small mind. Whether the responsibility for passing over Mr. FRANCIS in the distribution of honours rests with the Colonial Office or the local Government cannot, however, be determined in the absence of information as to the character of the representations made, but, whoever is at fault, the omission of Mr. FRANCIS's name is a disappointment to the colony.

SUPREME COURT.

28th May.

IN APPELLATE JURISDICTION.

BEFORE THE FULL COURT—THE HON. W. M. GOODMAN (ACTING CHIEF JUSTICE) AND MR. T. S. SERCOMBE SMITH (ACTING PUISNE JUDGE).

HILL v. GOMES—JUDGMENT.

Mr. J. J. Francis, Q.C. (instructed by Messrs. Wilkinson and Grist), appeared for the appellants, and Mr. Sharp (instructed by Mr. Victor H. Deacon) appeared for the respondent. The Acting Chief Justice (Hon. W. Meigh Goodman) delivered the following judgment:—The special case, stated by the parties, under section 44 of Ordinance 14 of 1873, sets out the facts upon which the decision of this Court is asked. From that case it appears that in April, 1889, Hill (the respondent) was the registered holder of 50 shares of \$50 each in the Labuk Planting Co., Limited, upon each of which shares the sum of \$10 only had been paid up, leaving a liability of \$40 upon each of the said shares, which sum was liable, under the articles of association of the Company, to be called up at such time or times as might be deemed advisable or necessary

by the Company. The respondent (Hill) thereupon instructed his sharebrokers, Messrs. Chater and Vernon, to sell the said shares and, on April 12th, they agreed with another broker, Mr. Gubbay, for the sale to him of such shares, no enquiry being made as to whether Gubbay was buying for himself or as agent for another. On the 25th April, 1889, one Paul Jordan, a member of the firm of Chater and Vernon, having received the share certificate, or, as the parties call it in the case, the scrip for the said shares, from Hill, delivered the same to Gubbay and also an instrument of transfer, duly executed by Hill, in exchange for a cheque drawn by Gubbay for the agreed price, but, in such transfer, a blank space was left for the name of the purchaser of such shares and the transfer was not signed by any person as transferee. On the same day, 25th April, 1889, Gubbay delivered to Gomes (the appellant) the said scrip and instrument of transfer with the name of the purchaser still left in blank, in exchange for a cheque for the amount Gubbay had paid, plus \$12 50 for brokerage due to Gubbay, who had purchased the shares for and on account of Gomes (the appellant). No steps were taken at any time by anyone to see that the shares were duly transferred in the books of the Company from Hill's name to that of any person as purchaser although Mr. Jordan, in his evidence, stated that he particularly told Mr. Gubbay to transfer the shares to the purchaser's name as they were not fully paid up, and Hill's name still appears on the register of shareholders of the Company as the owner of the shares. In March, 1890, a call having been made, such call, in respect of the said shares, Nos. 2,576 to 2,625, was paid by one W. Brodie, who also paid a subsequent call in respect of the said shares in July, 1890; and it also appears that a further call in respect of those shares was paid in October, 1890, by one Thomas Isaac Rose. In the month of December, 1894, the respondent Hill, as registered owner of the said shares, was required by the liquidator of the Company to pay a further and final call in respect thereof, and he thereupon paid to the liquidator the sum of \$1,103.59 and claimed to be indemnified by Gomes for such payment. Gomes, denying his liability, was sued in the Summary Court for \$1,000, the plaintiff, Hill, abandoning the difference so as to bring the claim within the summary jurisdiction of the Supreme Court. The learned Judge, Mr. Acting Justice Wise, gave judgment for the plaintiff, holding Gomes liable to indemnify Hill. Mr. Gomes being dissatisfied with the judgment, obtained, through his counsel, Mr. J. J. Francis, Q.C., leave to appeal under Section 41 of Ordinance 14 of 1873, and the Court has, therefore, to determine whether Hill is, in the circumstances, entitled to compel Gomes to indemnify him in respect of the final call before mentioned. It seems clear that the brokers were acting respectively for their principals, Hill and Gomes, and that there was a valid sale of the shares, therefore, by Hill to Gomes. It is equally clear that, as no transfer was registered, Hill, as between himself and the Company, remained liable for calls. The transfer was in the Company's usual form, which is similar to that in regulation 9 of Table A. It was not required to be by deed and could, therefore, be filed up by Gomes if he had chosen to add his name and to sign it. The Company did not go into liquidation before 1892, and if the transferee had filled in and signed the transfer already executed by Hill and sent it and the share certificate to the Company for registration, there is no reason to doubt that the transferee's name would have been duly registered in place of Hill's. The transfer transferred, "subject to the several conditions upon which Hill held the shares," one of which was to pay calls. When Hill had put Gomes into possession of the share certificate and also of the executed transfer with blanks for the transferee's name and signature, Hill had done all that it was incumbent upon him to do to pass the property in the shares to Gomes, who upon the receipt of the transfer became, potentially, the owner of the shares and might have made his title perfect at any time. The blank for the name of the transferee was for the benefit and convenience of the buyer. Had the sale been on the English Stock Exchange the name of the ultimate purchaser would have been given on the name day and the transfer from the seller would have been made out to such purchaser. Here the

sale is not according to the usages of the Stock Exchange, and the question arises whether there is an implied contract on the part of Gomes, if he does not choose to fill up the transfer or get a purchaser from himself to fill it up and register it, to indemnify Hill against the consequences of his suffering Hill's name to be continued on the register. It was contended by counsel for the appellant that no contract of indemnity, expressed or implied, arose between Hill and Gomes; but that, even if such contract was implied, it did not extend to calls made after Gomes had himself parted with the shares, and the Court was asked to infer that Gomes had parted with the shares, because the calls in 1890 were paid either by Brodie or Rose. The counsel for the respondent, on the other hand, contended that, on the sale of the shares, as there was a liability existing thereon, known to both parties, and as the purchaser was entitled from the time of the sale to all the benefits of the shares, there arose an implied contract by the purchaser to bear all the burden in connection with the shares from the time of sale and to indemnify the vendor against all calls made after the sale; and he further contended that if Gomes (the purchaser) himself parted with the shares to another later on he had a similar right of recourse and indemnity as against the purchaser from him. Now, pausing for a moment to look at the matter from the point of view of convenience, it is to be remarked that there is no privity of contract between Hill and sub-purchasers from Gomes who did not fill up or sign the transfer. There has never been a novatio; and if Hill has no remedy against Gomes he, clearly, has none against any sub-purchaser from Gomes. Moreover, if there were any such remedy, the vendor might be unable to ascertain the names of the later purchasers and the dates of the transactions. Indeed, in this case, it was stated the present possessor of the share certificate and the blank transfer is unknown. The remedy of the vendor, if any, against that person is therefore valueless. If, however, the vendor has a remedy against the purchaser, and the purchaser can claim indemnity from the sub-purchaser from him, and so on through the chain, each party has the means of knowing to whom he delivered the share certificate and the transfer and when. But then the question arises what is the law upon the subject, the jurisdiction of the Court being equitable as well as legal in the stricter sense. In *Maxted v. Paine*, Law Reports, 6 Exchequer, p. 132, decided in 1871, Lord Blackburn (then Mr. Justice Blackburn) in an elaborate judgment, before examining the effects of a contract made on the Stock Exchange, discusses the effect of a contract made off the Stock Exchange altogether; and he says, at p. 150:—"Now I apprehend that a contract made for the sale of 100 shares in a specified company, at a particular price (if not qualified by any special agreements or customs), would require the person who had contracted to sell, or rather to supply the shares, to be ready and willing, in a reasonable time after making the bargain, to give to the buyer the full benefit of the ownership of the specified number of shares in the Company." Then, later on, he continues:—"And, on the other hand, the buyer would be bound not only to pay the price and to accept the benefits of ownership, but also to relieve the seller from all the burdens of ownership. When the shares are not paid up in full, this last object is effectuated when the shares are transferred by deed to someone who executes the transfer and that transfer is registered, and, consequently, in an ordinary case, the contract of the buyer is to procure that the transfer shall be executed by a transferee and that the transfer shall be registered, so as to relieve the registered owner of the shares tendered in fulfilment of the contract from all liability to future calls." Then, at p. 151, he continues:—"But I think that (in the absence of some express stipulation or, what comes to the same thing, some custom to that effect, incorporated in the contract) there is no obligation on the person who has agreed to buy the shares to have the transfer made out in his own name, or registered in his own name, and consequently that the person who has agreed to sell has not the right to object to execute a transfer to a nominee of the buyer any more than the vendor of real estate could object to execute, when required, a conveyance

on the ground that it was not a conveyance direct to the person with whom he made his contract, or the vendor of goods could refuse to deliver them to the order of the purchaser and insist on delivering them to the purchaser himself. He has a right to require his contractor to procure the transfer to be executed by his nominee and to be registered after execution, so as to relieve him from all future liability, and he has a right to hold his contractor personally liable if this is not done, but, in my opinion, he has no right to dictate to the contractor whether he shall do this by taking the shares in a nominee's name or in his own. Now, in the present case, Hill, the seller, did give the full benefit of the ownership of the shares to Gomes. He did all he had to do and Gomes could have registered at any time after filling up the blanks. In my opinion, the blanks were for the accommodation or convenience of Gomes, who might have arranged for his sub-purchaser to fill in his name instead of that of Gomes and thus have saved the double transfer, the extra stamp, and other formalities. Can Gomes, after having failed to get any name filled in and the transfer registered, and having thus failed to relieve the seller from one of the burdens of ownership, as between him and the Company, namely, the burden of paying future calls, be heard to say that, as between him and his vendor, Hill, he is not liable to indemnify Hill against calls which Hill would not have had to pay had the transfer been filled in and registered? Again, at p. 155, Blackburn, J. says:—"It is obvious that, so long as the supplier of the shares has the personal liability of his contractor, who is bound to see that the shares are registered or transferred, the burden of the ownership is removed from him, it is immaterial to him whether that object is to be obtained by registering one name or another. If it is done he is free; if it fails he still has the personal liability of the original contractor, and in no case could he, under the contract, have more. If, indeed, the execution of the transfer to a nominee had the effect of relieving the contracting party from liability and obliging the person contracting to supply the shares to look to the nominee alone for redress, it would, obviously, be of importance to refuse to execute a transfer to any unknown nominee, but it seems to me clear that the execution of that transfer cannot have such an effect. In *Cruse v. Paine*, Law Reports, 6 Equity, 641, Gifford, Vice-Chancellor, after pointing out that the contract for the sale, or rather the supply, of shares, standing by itself, entitled the purchaser to the benefit of the property in the shares, and consequently that he would in a Court of Equity be considered as owner, and as such bound to indemnify the vendor against all calls, proceeds to say:—"Surely, it cannot be said that, if there is a contract between the plaintiff and the defendants which makes them distinctly liable to the plaintiff in respect of these shares and puts them in the same position as though they were shareholders instead of him, the mere fact of his having executed, at their instance, a transfer can alter the liabilities of the one or of the other. I apprehend, in order to alter those liabilities, you must aver and you must make out this, that there has been another and new and different contract entered into and that the nature of that other new and different contract is that it is to be substituted for the first contract; that, in point of fact, there has been what is termed a *novatio*." In this," adds Blackburn, J., "I quite agree." Now, I have already pointed out that no one has filled in the blank transfer at all, in the present case, and no *novatio* has taken place. What Hill did was to sell to Gomes, and Hill has never substituted any other contract for that. Hill has supplied the shares and carried out his contract, and as neither Gomes nor his nominee has been registered, he asks Gomes to indemnify him for calls he had to pay for the shares he had sold to Gomes. It was urged by counsel for the appellant that *Humble v. Langston*, 7 Mason and Welsby's Reports, p. 517, a case decided in 1841, showed that Gomes was not liable at all, and that *Walker v. Bartlett*, 18 Common Bench Reports, p. 845, a case decided in 1856, showed that Gomes, if liable at all, was only so for calls made before he sold the shares again. Now, in *Humble v. Langston*, the transfer was required to be by deed, and as the transfer deed was in blank and the transferee could not, legally, fill up the blanks in a deed, he never became potentially owner of the shares at all. The case, moreover, was decided on the common

law pleadings, whereas this Court gives equitable as well as legal remedies. Blackburn, J., in the judgment I have cited before, criticises *Humble v. Langston* thus there:—"The Court of Exchequer decided that there was no contract at law to indemnify him (the vendor), his only remedy being in equity; as it is expressed, at p. 530:—"The plaintiff, by his neglect to get the conveyance completed and the transfer entered, becomes a trustee for the defendant and his assigns, and receives the profits and must pay the outgoings, but there is no authority for saying that the law makes any promise by a *cestui que* trust to a trustee simply to repay all that the trustee may pay on his own account, still less on that of the subsequent *cestui que* trusts. This latter part of the judgment was, however, reversed in the Exchequer Chamber in the case of *Walker v. Bartlett*." As regards *Walker v. Bartlett*, the plaintiff, who sold, giving a blank transfer which the buyer never got filled up by anyone nor registered, claimed from the buyer indemnity against "all subsequent payments and liabilities for or in respect of the said shares or for or in respect of any calls which might thereafter be made upon them." He claimed, I mean, in the first count, the one upon which he recovered, that there was an implied promise to that effect. It is true, in that case, there had been no further sale by the defendant, so that the point of the effect of such subsequent sale did not directly arise. But at the trial the plaintiff was nonsuited upon the authority of *Humble v. Langston*. He then obtained a rule to enter a verdict on the ground that it was the defendant's duty to procure himself to be registered as owner of the shares within a reasonable time or to indemnify the plaintiff against the calls which he had been compelled to pay by reason of such non-registration by the defendant. It was on appeal, from the discharge of that rule, that the plaintiff was successful. The Court of Appeal (the Exchequer Chamber) decided that the buyer need not register the shares in his own name, the blank transfer allowed him to transfer to some other person the same right that he had, but that, in the circumstances, there was an implied contract to indemnify the plaintiff against the consequences of his suffering the plaintiff's name to be continued on the register, after he had done all that the nature of the contract between him and the defendant and of the property which was the subject of it would require him to do to convey a perfect title to the defendant. It was ordered that the nonsuit should be set aside and a verdict should be entered for the plaintiff on the first count. In *Kellock v. Enthoven*, Law Reports, 8 Queen's Bench, p. 458, decided in 1873, the question arose whether the transferee of shares was bound to indemnify the transferor with regard to the transferor's liability as a member of class B as a past member. The plaintiff had transferred to the defendant, who in turn had transferred to M, who had registered. M was placed in class A as an existing member, and it was held that the defendant must indemnify the plaintiff. I am aware this case was not one of blank transfer, but, in the judgment, general principles were discussed. At p. 464, Blackburn, J., says:—"Even if *Roberts and Crowe* (Law Reports, 7 C.P. 629) did not decide the matter, I think it is clear upon the authority of *Walker v. Bartlett*, and also upon general principles, that when there was the contract to purchase the shares from the vendor, there was also an implied contract that the vendee would hold the vendor harmless from all the burdens of the property which he had taken from the vendor. The transferee, who is the purchaser of the property, was to get all the benefits as long as the possession of the property was beneficial; and I think the law implies from that, that the purchaser contracts to indemnify the transferor against all the burdens of the property which he, the transferee, has taken. That being so, I do not think that that liability is got rid of by the purchaser passing over the property to another, who would enter into a similar contract of indemnity as between him and his immediate vendor. I do not see how that relieves the defendant from the contract to indemnify the plaintiff." *Kellock v. Enthoven* was upheld on appeal in 1874 (see Law Reports, 9 Queen's Bench, 241). I do not think it necessary to discuss the Equity cases of *Wynn v. Price*, 3 De. G. & S. 310; and *Evans v. Wood*, Reports 5, Equity, p. 9, beyond saying that, so far as they are applicable, they assist the plaintiff. The latter case, decided in

1837, shows that where, by accident, the transferee delayed sending in his transfer for registration until after the company had stopped payment, he was bound to indemnify his transferor against calls which he had to pay owing to his name remaining on the register. That, however, was not a case of blank transfer. It seems to me that it would be inequitable to hold that after Hill had sold to Gomes and had done all that was necessary to enable Gomes or his nominee to register, he, Hill, was to pay future calls and have no redress because, for Gomes's convenience, a blank transfer was handed to him instead of one with his name inserted. I am of opinion this appeal must be dismissed with costs.

The Acting Puisne Judge said:—"In pursuance of an agreement entered into on the 11th April, 1890, between certain brokers, the respondent in this case, on the 25th April, 1890, through the same brokers, caused to be handed to appellant a certificate for 50 shares in the Labak Planting Co., Ltd., together with an instrument of transfer in blank. Under this executed contract the vendor had certain duties and rights which corresponded with the rights and duties of the vendee. The duty of the vendor and the right of the vendee raise no difficulty and consisted respectively of the vendor taking all necessary steps to invest the vendee with full proprietary powers and of the vendee being entitled to such investiture. The vendor did what was required of him and the vendee acquired all that the vendor could give him. The problem to be solved in this case is the exact nature of the co-related rights of the vendor and duties of the vendee. By No. 65 of the Articles of Association "the transferor shall be deemed to remain a holder of such share until the name of the transferee is entered in the register in respect thereof" and by Article No. 8 "if the call payable in respect of any share be not paid within seven days after the day on which the same became payable, the holder for the time being of, or the party entitled to such share, shall be liable to pay interest for the same." From this it is clear that the transferor, whilst his name remained on the register, was liable to interest on unpaid calls, and if he was liable to pay interest on calls he was liable to pay the calls themselves. According to the instrument of transfer in the schedule of forms annexed to the memorandum and articles of association, the transferor would deliver and the vendee would receive the shares subject to the several conditions upon which they were held by the transferor at the time of the execution of the transfer. The respondent Hill executed the instrument of transfer, the appellant Gomes did not. Can Gomes be heard to say that, by not executing the instrument of transfer on his part, he did not even impliedly bring himself under the conditions mentioned in the instrument of transfer? When Gomes took the shares, did he take them subject to the conditions on which Hill held them? That he was aware of the existence of the conditions is indisputable; there is no doubt that he paid for the shares and dealt with them and there is no suggestion that he demurred to the conditions. This being so, I am compelled to conclude that Gomes by his conduct impliedly undertook to hold the shares subject to the conditions under which Hill had been the owner. One of the conditions under which Hill held the shares was that he was to pay calls when made. After the transfer this condition attached to Gomes's holding. Hill's liability was to pay calls to the party, viz., the Company, supplying him with the shares; Gomes's liability was to pay calls to the party, viz., Hill, supplying him with the shares, i.e., Gomes was to indemnify Hill for any calls that Hill might have to pay. Having established a liability on the part of the appellant to indemnify the respondent for calls paid by him, it remains to determine the duration of that liability. That duration depends upon the action of the vendee. As long as the vendor's name appeared on the register, so long did he remain liable to pay calls; the liability of the vendee to indemnify the vendor endures therefore for the same period. And this constitutes no hardship to the vendee because it is always in his power to procure that the purchaser from himself shall register his own name and so relieve him (the vendee) from all liability. The conclusion to which I come on general principles is that the vendee is, under the circumstances of this case, liable to indemnify the vendor against calls so long as the vendor's name is on the register. I shall now notice the cases of *Humble v. Langston* (7 M. & W. 517) and *Walker v.*

Bartlett (18 C.B. 845). The vital difference between *Humble v. Langston* and *Hill v. Gomes* is this, that in the former case, so far as appears, the defendant did not take the shares with a knowledge of any conditions hampering the sale of them; there seems to have been an unconditional agreement to sell and purchase; and the Court declined to annex any condition to such a contract for the sale of shares. Even if the instrument of transfer which subsequently passed contained a reference to conditions of sale, the instrument employed was defective; therefore the vendor did not take all necessary steps to invest the vendee with full proprietary rights. But in the present case, the authorised instrument of transfer was used, and that instrument, which passed the property in the shares to the vendee, recited the conditions upon which such property passed. The circumstances being so different I cannot accept *Humble v. Langston* as an authority in the present case. In the case of *Walker v. Bartlett* (18 C.B. 845) Wightman, J., at pp. 860, 861, says, "the plaintiff, in pursuance of an agreement between him and the defendant, sold his shares to the latter and delivered to him a document addressed to the secretary of the mine, by which the plaintiff requested him to enter a transfer of the shares and all profit arising therefrom out of his name into that of the transferee, subject to the rules under which the plaintiff held them. The plaintiff, by the delivery of that document to the defendant, had done all that it was incumbent upon him to do, or that he could do, to pass the property in the shares to the defendant, who, upon the receipt of it, became potentially the owner of the shares and might have made his title perfect at any time." Comparing that case with the present, it is common to both that the defendant entered into no express agreement to pay calls or to indemnify; that he accepted the only transfer the plaintiff could give and which invested him with full power to become the registered owner of the shares whenever he pleased; that the transfer expressed that the vendee took them subject to the same rules as those under which the plaintiff held them; one of which was that the registered owner should pay the calls; and that the vendee did not create the transfer. The sole important difference between the two cases consists in this, viz., that in the case before the Court the vendee parted with his shares before calls had been made, whilst in the older case the vendee was still in possession of the shares when the calls took place. The decision in *Walker v. Bartlett* was that there was an implied obligation on the part of the vendee to save the vendor harmless from any calls made during the time when he (the vendee) was virtually owner of the shares. As no question of sale to a third party arose, the judgment is confined to deciding the very point before the Court, viz., was defendant liable to indemnify plaintiff during the time that defendant was virtually owner of the shares? No decision was given regarding the liability of a vendee to indemnify a vendor for calls made on the vendor after the vendee has passed the shares to a third party; and it certainly cannot be inferred from that judgment that the liability exists only so long as the vendee holds the shares. In the case of *Evans v. Wood* (L. R. 5 Eq. at p. 11, note (1), which was not alluded to at the bar in the argument on this appeal, the judgment of the Master of the Rolls in dismissing a demurrer for want of equity contains the following passage, "The question is whether the person to whom he, i.e., the plaintiff, sold is not liable to indemnify him. The case of *Walker v. Bartlett* (18 C. B. 845) expressly decides that at law he is liable, that there is an implied contract to indemnify the plaintiff as long as the defendant is the owner of the shares, or as long as he has allowed the plaintiff's name to remain upon the register." This passage is valuable for the light which it throws upon the phrase "virtually owner of the shares" applied by Wightman, J., to the vendee in the case of *Walker v. Bartlett*. The inference to my mind from this extract is that, as between the vendor and vendee of shares, the vendee stands to the vendor in the position of a virtual owner of the shares for what time he allows the vendor's name to remain on the register. If this inference is right, the decision in *Walker v. Bartlett* as interpreted by Lord Romilly corroborates the conclusion at which I have arrived independently of the cases. I shall not allude to any other cases cited at the bar, because I consider that those which have been

referred to are sufficient for the purposes of this appeal. I must, however, notice some of the contentions advanced on behalf of the appellant. It was subtly argued that the nature of the contract was a bare sale of shares coupled with an authority to the vendee to complete the contract by filling in his own name, or to transfer the share certificate with the same authority, or to fill in the name of a transferee. Now, if there was, as admitted, a bare sale of shares, that sale passed the property in the shares to the vendee, who thereby obtained potential proprietary rights and was not in any degree dependent upon the vendor for any authority to please himself as to the mode in which he might subsequently deal with them. If the vendor really clothed the vendee with such an authority, it was a superfluous act and could not interfere with or be substituted for the absolute authority already vested in the vendee by the executed sale. It was further contended that there was not an absolute contract of sale to a specific purchaser, the sale being either to the purchaser from the vendor or to a purchaser to be found by the vendee; that the nature of the transaction might show that there was not a simple contract of sale, that there was no intention on the part of the one to claim and on the part of the other to pay an indemnity, and that there might have been an intention on the part of the vendor to dispense with the liability to indemnify; but it was admitted that if there was a specific contract of sale, a liability to indemnify against all future calls subsisted. I do not think that it can be maintained for one moment that there was no specific purchaser in this case; if there is an offer of sale in the alternative to either A or B, am I asked to hold that there is no specific purchaser? Either A or B purchases. Of course there is no purchaser until one or the other buys and therefore no sale; but so soon as A or B buys, a specific purchaser is extant. Here Gomes bought and he is the specific purchaser; to whomsoever the offer of sale was made, Gomes accepted it. Nor can I see anything in the nature of the transaction to show that there was no intention on one side to claim and on the other side to pay an indemnity. From the passing of a blank transfer no lack of such intention is inferable: the law implies a promise to indemnify and this implication must be directly rebutted if it is to be removed. The passing of an instrument of transfer embodying certain conditions of tenure which are in no wise expressly modified and the direct notice given by the vendor's broker to the vendee's broker that the shares were not fully paid up (thereby informing him that calls were liable to be made on the shares) are, on the contrary, indications that there was an intention on the part of both sides to recognise the existence of the liability in question. According to the conclusion at which I have arrived, this appeal should be dismissed with costs.

29th May.

IN APPELLATE JURISDICTION.

BEFORE THE FULL COURT—THE HON. W. MEIGH GOODMAN (ACTING CHIEF JUSTICE) AND MR. T. SERCOMBE SMITH (ACTING PUISNE JUDGE.)

THE HONGKONG AND SHANGHAI BANKING CORPORATION AND OTHERS V. J. M. FORBES AND OTHERS.

The case again came on for hearing in which the Hongkong and Shanghai Banking Corporation, the Chartered Bank of India, Australia, and China, the Mercantile Bank of India, London, and China, the Liquidator of the new Oriental Bank Corporation, Limited, and the Comptoir National d'Escompte were the plaintiffs and John Murray Forbes, Ng Woon Sun Howqua, Cressy Ewens, and Ng Chan Fong, the defendants.

Mr. Francis, Q.C. (instructed by Mr. Johnson), appeared for the plaintiffs, and Mr. E. Sharp (instructed by Mr. Dennys) for the defendants.

The appeal was by the plaintiffs and against the judgment of Mr. Justice Ackroyd on 20th February last.

The argument was still proceeding on the 5th June.

IN BANKRUPTCY.

BEFORE HON. W. M. GOODMAN (ACTING CHIEF JUSTICE).

IN THE MATTER OF SAVILLE SMITH.

Mr. Dennys made an application on behalf of Saville Smith for a receiving order.

Mr. Ellis opposed the application on behalf of creditors.

Mr. Dennys supported his application by putting in an affidavit in which the debtor said that there was a warrant against him calling upon him to find security for \$425. The warrant was issued by Mr. Bohm, of the Windsor Hotel, and the debtor admitted owing \$126. He was unable to find security, and if he did he would be called upon by the members of the company to whom he owed two weeks' salary, to find security for various sums. Some money in the hands of Messrs. Kelly and Walsh and a box of manuscript plays, for which he paid \$8,000, were his principal assets. Beyond the debts mentioned there were practically no others. The debtor was at present unable to attend the Court, as he was very seriously ill.

A certificate from Dr. Cantlie was then handed up to his Lordship.

His Lordship—I have to be satisfied that the debtor has substantial assets, and I am not satisfied at present. He has stated that he has a lot of money in Bombay. If so, he had better get it. If the Court protected him, and prevented his arrest—that is what he wants—we shall probably find that he has nothing at all. I can only say that I am not satisfied with his statement.

Mr. Dennys—He has money actually on the way to Hongkong. If he were locked up he would perhaps die, as he is very seriously ill. He was vomiting blood the last night Dr. Cantlie saw him.

His Lordship—I will adjourn the application until ten o'clock to-morrow morning. I must say that I am not satisfied with the statement as to his assets. He does not say what they are worth, and it is all very well for him to say that somebody owes him money. His assets are nothing at all. If he has assets why does he not get somebody to find security for him?

Mr. Dennys—If he gets security in this case he will have to give further security for \$1,100, money due to the company.

His Lordship—I shall be very glad to have a further explanation about the certificate. Understand me, I am very far from saying or suggesting that the certificate was improperly given, because we all know Dr. Cantlie to be a man who bears the highest reputation, and I have no doubt that it was a proper certificate. At the same time it is in evidence before me that Dr. Cantlie had not seen the man for three or four days; whether that is so or not, I do not know. At the same time the man was down town on Saturday, and on Monday he slipped away, and has kept in hiding ever since, and managed to keep away from the process of the Court. I am not satisfied, under section 5 of Ordinance 6 of 1892, that there will be substantial assets for division among the creditors, and under these circumstances I must decline to make an order. But if it will be an advantage I will give you an opportunity of supplementing the affidavit, and I will adjourn the application until to-morrow morning at ten o'clock. I can only say that an application of this kind would come with more grace from a man who did not wish to evade the order of the Court, than from one who has evidently dodged the order of the Court by going into hiding.

Before the Court rose after hearing arguments in the appeal case, Mr. Dennys informed the Acting Chief Justice that Mr. Saville Smith did not intend to persist in his application for a receiving order. Mr. Bohm's claim, for which a warrant had been issued, had been satisfied.

The third contest between the Hongkong Police Force and the members of the H. K. V. Corps for Mr. R. H. May's Cup was concluded on Saturday last at the Police Rifle Range, Kowloon, and resulted in Sergt. Lowrie, H.K.V.C., being declared the winner for the second time. Sergt. Lowrie was penalized 3 points on his first win; at the next contest he will be penalized 5 points; and should he succeed in securing another win, either at the next or at any subsequent meeting, the Cup will then become his own.

MR. FRANCIS AND THE RECOGNITION OF HIS PLAGUE WORK.

A SILVER INKSTAND DECLINED.

The following correspondence has been forwarded to us for publication:—

Government House,
22nd May, 1895.

Sir,—By the direction of the Marquess of Ripon I have great pleasure in forwarding to you the accompanying handsome Silver Inkstand.

You will find engraved upon it the following inscription:—"Presented by the Hongkong Government, with the approval of Her Majesty's Government, to J. J. Francis, Esq., Q.C., Chairman of the Permanent Committee of the Sanitary Board, in recognition of services rendered during the Epidemic of Bubonic Plague at Hongkong in 1894."

For those services you have already been thanked by me, and also by the Secretary of State for the Colonies. In again expressing my appreciation of the work which you then performed so willingly and so ably, it only remains for me now to ask you to accept this Inkstand from the Government of Hongkong as a slight recognition of your disinterested and valuable labours during the Epidemic of 1894.—I am, sir, your obedient servant,

WILLIAM ROBINSON,
Governor, &c., &c.

J. J. Francis, Esq., Q.C., &c., &c., &c.

Bank Buildings, Hongkong.
27th May, 1895.

Sir.—I have the honour to acknowledge the receipt of your holograph letter of the 22nd instant, in which you inform me that, by direction of the Marquess of Ripon, you have much pleasure in forwarding to me a handsome silver inkstand with an inscription to the effect that it is presented to me by the Hongkong Government, with the approval of Her Majesty's Government, in recognition of the services rendered by me as Chairman of the Permanent Committee of the Sanitary Board during the epidemic of bubonic plague at Hongkong in 1894.

Your Excellency is also so good as to remind me that I have already been thanked for these services by yourself and also by the Secretary of State for the Colonies, and, again expressing your appreciation of the work done by me so willingly and so ably, you ask me to accept the inkstand from the Government of Hongkong as a slight recognition of my disinterested and valuable labours.

In reply to an inquiry I addressed to you, you have been so good as to send me a copy of the letter of the 3rd December, 1894, addressed to your Excellency by the Chairman of the Committee appointed at the Public Meeting, held at the City Hall on the 27th September last, for the purpose of giving due recognition to the services rendered the community during the plague, and to inform me that this inkstand is the sole response of the Secretary of State, so far as I am concerned, to the recommendations contained in that letter.

I find in the copy of the Committee's letter the following passage:—

"7.—The Committee consider that to Mr. Francis their *best thanks* are due for all his exertions and the time he devoted to the wants of the colony for so many weeks. As Chairman of the Permanent Committee Mr. Francis had a heavy, troublesome, and laborious task to perform, and throughout the duration of the epidemic he was unremitting in his devotion to his duties and gave up a great portion of his time, no doubt to the detriment of his extensive practice, to carry on the work he had *voluntarily undertaken*. Your Excellency is too well acquainted with Mr. Francis' services for any need of further mention. Our Committee decided that his actions are deserving of the *fullest recognition*, that the best thanks of the community, with a gold medal, should be tendered to him, and that his valuable services and useful work should be brought, through your Excellency, to the special notice of the Secretary of State."

I have taken the liberty of italicising one or two words in this extract.

The Committee in their letter did not enter into any detail of the work done by me, knowing that your Excellency was "too well acquainted

with the particulars to render it necessary for them to do more than refer to them, and they, therefore, left it to your Excellency to report to the Secretary of State on the precise nature and details of the services rendered by me to the colony.

I did not feel at liberty to ask your Excellency to let me see your report sent home with the Committee's letter, nor to ask for a copy of it, as such documents are usually confidential, but I am bound to assume that your Excellency, in your reports to the Secretary of State, did full justice to the Sanitary Board and to the Permanent Committee, and put the Secretary of State in possession of all the materials necessary to enable him to form an opinion of the work done by all its members.

I think your Excellency will agree with me that the following are the material facts in the case:—

1.—That the Sanitary Board was not a department of the Local Government, acting, like the Public Works Department, under your Excellency's orders and by your authority, but was an independent body, popular in its constitution, possessed of statutory powers and jurisdiction, legislative and executive, taking orders, as the Attorney-General, Mr. Goodman, put it the other day, from no one, and invested with very extraordinary and almost dictatorial powers in the event of any epidemic appearing in the colony.

2.—That the Permanent Committee consisted at first of three members of the Board, to whom the Board, in a great emergency, delegated all its powers, and that, as the older and more experienced member of the Committee and, probably, also because of my legal knowledge and training, I was constituted by the Committee its Chairman.

3.—That this Committee was appointed when the plague was in the very midst of us and that it had to take up its duties without a moment's time for consideration, without any previous knowledge or experience of plague work on the part of its members, and with on one in the colony, who had any greater knowledge or experience, to advise them. That they had to prepare by-laws, to organise a staff of workers, to devise, on the spur of the moment, the best plans for tackling the plague and to carry out these plans with firmness and decision amid a perfect clamour of contradictory opinions and advice.

4.—That, for at least the first month of the plague (to be well within the limits), and until the organisation was complete and in perfect working order and until there had set in a sensible daily diminution in the number of cases, your Excellency's Government, most wisely, stood aside and left the entire duty and responsibility of combatting the plague wholly to the Sanitary Board and to its Permanent Committee, on whom it was imposed by Ordinance, referring every question of plague administration to their decision; acting, in all things within their province, on their opinion and advice, and simply providing money and lending to the Permanent Committee such officers and men as it requisitioned for.

5.—That all officers detailed for plague duty, all Medical Officers lent by the Naval or Military Authorities, or who volunteered for the work (except two specially engaged by the Medical Department) reported to the Permanent Committee, took their instructions from it, and reported solely to it as to the performance of their duties. That when the assistance of the troops had to be asked for, the Military Authorities were put in direct communication with the Committee, with which all detailed arrangements were made.

6.—That while the Colonial Surgeon was busy all day in his hospital and general medical work, and Mr. May was fully occupied in superintending, from daylight till dark, the actual work of the house-to-house visitation, the removal of the sick and dead, the general cleansing and disinfecting, the clearing of Taipingshan and the housing of its inhabitants and the thousand and one multifarious and most responsible duties of the Committee out of doors, the duty fell upon the Chairman of the Committee (and the responsibility) of considering and deciding upon many, if not most, of the questions of administration that were continually cropping up, of giving all orders for supplies, of carrying on the entire correspondence, of interviewing every person

who had any business with the Committee, and generally of watching over and co-ordinating the work of the entire staff. That the Committee could only meet in consultation for about an hour or an hour and half in the evening of each day and that much had to be left to the judgment and discretion of the Chairman.

7.—That the work of the Permanent Committee did not end with the disappearance of the plague, but continued, although with the valuable assistance of Surgeon-Major James, A.M.S., and of Mr. R. K. Leigh, until every insanitary basement in the colony had been cleared of its inhabitants, every illegal mezzanine and cubicle removed, and every house in the Chinese quarters—east and west—and in the villages had been cleaned and whitewashed, and until the resumption of Taipingshan, first suggested and recommended by the Committee, had been carried out on the lines recommended by them, and the sanitary laws and by-laws had been altered and amended broadly as advised by the Committee in their letters of the 28th and 29th June.

8.—That the Chairman of the Committee in addition to his direct work on the Committee gave your Excellency's Government every advice and assistance in his power in all matters arising out of or connected with the special plague or general sanitary legislation, in drafting Ordinances or otherwise—an assistance most handsomely referred to and recognized in Council by the then Acting Attorney-General, Mr. Leach.

These are the simple facts of the case, perfectly well known to every resident in the colony, perfectly well known to your Excellency from your interviews and correspondence with me as Chairman, perfectly well known to your Colonial Secretary who, for the first month, was present at nearly every meeting of the Committee. These are the facts which Mr. Ackroyd, in his letter, did not think it necessary to refer to in detail, but which were left to your Excellency, as Her Majesty's Representative, to bring prominently to the notice of the Secretary of State for the Colonies, and these are the facts on which the Committee felt justified in recommending me to Her Majesty's Government for some recognition of or reward for my services of a class and character higher than anything they could give. They felt that a medal or piece of plate, however valuable, was no sufficient acknowledgment for such services.

I am sure your Excellency will feel with me that it is impossible for me, under such circumstances, to accept the inkstand you have sent me and which I now beg most respectfully to return. Will you say to the Right Honourable the Secretary of State when forwarding to him this letter, of which I furnish you three copies for transmission, that I am perfectly satisfied with the thanks of the community conveyed to me by their Committee and with their recorded opinion as contained in their letter of the 3rd December already referred to. I am much obliged for the expression of thanks received from your Excellency and from the Secretary of State. I shall have a sufficient memorial of the plague year and of my work during it in the gold medal to be presented to me by my fellow-citizens and in the state of my fee book. I am not at all ashamed to say that I should have been highly gratified if Her Majesty had thought fit to honour me as my friend and colleague, Mr. May, has been so deservedly honoured; but the gift of a silver inkstand from the Government of Hongkong is, if your Excellency will pardon the expression, so ludicrously inadequate to the services rendered, even to the mere time expended by me in working on the Permanent Committee, that I can only come to one conclusion, and that is, that the Marquess of Ripon has, in some strange fashion, been left under the impression that I was simply Secretary to the Permanent Committee, and not, from force of circumstances and because of the necessary division of labour between us, its brain and motive power. This is not said in any way in derogation of the ability or skill of my colleagues, who deserved the very highest praise and commendation, but they themselves constituted me their leader, accepted my leadership, and would be the very first to admit and proclaim that in our five months' campaign against the plague, I was the General in command. It is usual in England, or at least it always has been, to award the honours of the campaign to the leader, however

distinguished may have been the services of his colleagues.

This is the first time, I think, I have made either in speech or writing any report, or anything like a report, on the work of the Permanent Committee as a whole. As Chairman I have reported very fully on the services rendered by all those who served with us and served under us. I have been strongly urged to prepare and send in a general report, but I have shrunk from it as it would have seemed like reporting on my own work, work done freely, voluntarily and without a thought, at the time, of anything beyond serving the colony, in which I have lived so long, to the very best of my ability. I apologise for speaking so much of myself now, but there are times when it becomes a duty to speak out, and I think my fellow-citizens will forgive me for doing so now, in justification of their recommendations to Her Majesty's Government on my behalf.

I propose to publish your Excellency's letter, the needful extract from the Public Committee's letter of the 3rd December last, and this my letter in reply.—I have the honour to be, sir, your most obedient, humble servant.

JNO. J. FRANCIS.

His Excellency Sir William Robinson, K.C.M.G., Governor of Hongkong.

THE "TAIYUAN" AND "FORFAIT" AFFAIR.

The following correspondence has been forwarded to us for publication:—

Hongkong, Colonial Secretary's Office,
11th April, 1895.

Gentlemen.—With reference to my letter No. 2146 of the 31st October last, I am directed to transmit for your information the enclosed copy of a memorandum from the French Minister for Foreign Affairs relative to the incident which occurred in October last between the French cruiser *Forfait* and the British steamship *Taiyuan* upon the high seas.—I have the honour to be, gentlemen, your most obedient servant.

J. G. T. BUCKLE,
Colonial Secretary.

Messrs. Butterfield & Swire, &c., &c., &c.

MEMORANDUM.

D'après une communication du Consul de France à Hongkong, les autorités de cette ville ont été saisies, au mois d'octobre dernier, d'un incident survenu en mer entre le croiseur français *Forfait* et le steamer anglais *Taiyuan*.

Les articles publiés à ce sujet par les journaux de Hongkong rapportent que sans motifs apparents et sans avertissement préalable, le *Forfait* aurait tiré coups de canon contre le *Taiyuan*.

Le Ministre des Affaires Étrangères ayant demandé au Ministre de la Marine de lui faire parvenir des renseignements sur cette affaire, vient de recevoir communication d'un rapport du commandant du *Forfait*. Il résulte des éclaircissements fournis par cet officier supérieur que le *Taiyuan* portait des caractères chinois sur les côtés, qu'on n'apercevait pas son nom à l'arrière, qu'il n'avait pas hissé le pavillon, et que, naviguant dans le voisinage du croiseur, il modifiait constamment sa route et sa vitesse et que son personnel observait avec une insistance inexplicable les officiers du *Forfait*. En présence de cette attitude, et de la persistance du *Taiyuan* à ne pas montrer ses couleurs, malgré le soin évident que le *Forfait* mettait à déployer les siennes, le commandant du croiseur français fit tirer sur lui à blanc deux coups de canon revolver, espacés de 5 minutes. Le *Taiyuan* s'obstinait néanmoins à ne pas arborer le pavillon, le *Forfait* se rapprocha à 100 mètres de lui, et dut faire le simulacre de charger un canon. Cette mesure d'intimidation put seule décider le *Taiyuan* à hisser enfin ses couleurs, qui au grand étonnement des officiers du croiseur, étaient celle du pavillon anglais.

Le Ministre des Affaires Étrangères crut devoir, à toutes fins utiles, donner connaissance de ces faits à son Excellence M. l'Ambassadeur d'Angleterre.

(Translation.)

According to a communication received from the French Consul at Hongkong, the local authorities were investigating, during the month of October last, an incident that happened at sea between the French cruiser *Forfait* and the English steamer *Taiyuan*.

The articles published in the Hongkong newspapers on the subject report that, without any apparent reason and without any warning, the *Forfait* fired twice at the *Taiyuan*.

The Minister of Foreign Affairs having applied to the Minister of Marine for a report on the affair has had communicated to him a report by the Commandant of the *Forfait*. It appears from the explanations given by this officer that the *Taiyuan* had Chinese characters on her sides; that the name on her stern was not seen; that she hoisted no flag; and that, while in the neighbourhood of the cruiser, she constantly altered her direction and speed and that her people watched with an inexplicable persistence the officers of the *Forfait*. In view of this behaviour and of the persistence of the *Taiyuan* in not showing her colours in spite of the care taken by the *Forfait* to display hers, the Commander of the French cruiser fired two blank charges at her from a revolving cannon with an interval of five minutes. The *Taiyuan* still obstinately refusing to hoist her flag, the *Forfait* closed into her to a distance of about 100 metres and made a pretence of loading a gun. It was only this last threat that induced the *Taiyuan* at last to show her colours, which, to the great astonishment of the officers of the cruiser, were the British flag.

The Minister of Foreign Affairs thinks it well, from all points of view, to bring these facts to the knowledge of his Excellency the English Ambassador.

Hongkong, 18th April, 1895.

Sir.—We have to thank you for your letter the 11th inst. No. 746, enclosing a Memorandum from the French Minister of Foreign Affairs relative to the incident which occurred in October last, between the French cruiser *Forfait* and the C. N. Co.'s steamer *Taiyuan*, for which we are Agents, upon the high seas.

This letter reached us most opportunely; the *Taiyuan* being in this Harbour, we were able to submit the memorandum to Capt. Nelson. He replies as follows, in a letter to us which is signed also by the Chief Engineer and the officer on watch. We may add that if confirmation be necessary the Chief Officer's log is in our possession, and the official log, which was deposited with the Harbour Master, can be inspected on application:—

"The explanation given by the French authorities of the action of the French war vessel *Forfait* firing two guns in the direction of the steamer *Taiyuan* at sea on 30th October, 1894, I consider very insufficient and unsatisfactory.

"You are already in possession of the facts of the case as reported by me to you by letter. It will therefore only be necessary for me now to go over some points of the explanation.

"*Taiyuan* carried Chinese characters on her sides.—This is not the case; there are not, and never have been, any Chinese characters on any part of the hull of the *Taiyuan*.

"*They could not see her name astern*.—This is very singular, and to show the legibility of the name I can, from the deck of the *Taiyuan*, where she is at present moored to the Co's Eastern buoy in Hongkong Harbour, read the name of the *Changsha* (a sister vessel to mine) moored to the O. S. S. Co.'s Eastern buoy, with an ordinary ship's telescope, the letters of the *Changsha*'s name being the same size as those of the *Taiyuan*, and the distance between these buoys being greater, or at any rate certainly not less, than that between the *Forfait* and *Taiyuan* at the time of the incident.

"*The name Taiyuan on the port side of the flat of the stern and the port 'London' on the starboard side are composed of brass letters (8") eight inches high, (6") six inches wide, and (1½) one and a half inches thick, and are raised half an inch; these letters being painted yellow and being on the black hull are very distinct. The stern was also well above water, as the ship was drawing aft 18 feet, her loaded draft being 11 feet aft.*

"*Had not hoisted her flag*.—This was certainly not flying at the time, as it is not usual for merchant vessels to fly the ensign at sea, and there was no reason to do so. I may say, however, that it had been hoisted when passing Chapel Island at 9.52 that morning, and was hauled down again. As we had seen the French vessel's ensign for more than an hour previous to this, it is evident that our ensign could at that time have been seen by those on board the *Forfait*.

"*She constantly altered her route and speed*.—The following are the courses steered, as may be seen in log book. As 8.0 a.m. the course was made S. 45 deg. W., at 1.0 p.m. it was altered to S. 40 deg. W., and this was steered till 3.12 p.m., when the course S. 45 deg. W. was resumed again. In seven hours (7) the course was altered once and then 5 deg. only. The speed was the same, namely, our ordinary full speed, until the second gun was fired, when I telegraphed 'stand by,' at 1.15 half speed, at 1.20 'full speed.'

"*Watched the officers of the Forfait with inexplicable persistence*.—This was owing to the evidently strong efforts being made by the *Forfait* to overtake the *Taiyuan* and by a natural interest on what was virtually a race—or what the *Forfait* made a race. For as I have before said, she was at 8 a.m. several miles to seaward of us, and came inshore of us for some other purpose than the requirements of navigation at that place.

"*Pretence of charging a cannon*.—No menace of this kind was seen by any one on board steamer *Taiyuan* and if made was unnecessary, as my signal 'What is the matter' and our ensign were hoisted within five minutes from the time the second gun was fired, and therefore if made it was not seen on board *Taiyuan* and had no effect upon my conduct.

"If the cruiser *Forfait* was within (100) one hundred metres, the people on board with the aid of an ordinary glass should have been able to read London upon *Taiyuan*'s stern and need not have been astonished to find that our ensign was British.

"The officers of steamer *Taiyuan* were very much astonished at the action of the *Forfait* in firing two guns before any signal had been made and that none was made until my signal 'What is the matter' and our ensign had been hoisted. Then the French vessel hoisted 'Show your ensign,' which certainly should have been hoisted before any guns were fired."

We were quite prepared to let the matter drop, but the incidents reported by the commander of the *Forfait* are so greatly at variance with the facts that we are compelled to record them. We have to ask that the matter be again referred to the Foreign Office for transmission to the proper quarters.

We will be glad to learn by which mail the particulars are forwarded.—We have the honour to be, sir, your most obedient servants,

BUTTERFIELD & SWIRE,

Agents, China Navigation
Co.'s steamer *Taiyuan*.

Hon: J. H. Stewart Lockhart,
Colonial Secretary.

Colonial Secretary's Office.

Hongkong, 22nd April, 1895.

Gentlemen.—I am directed to acknowledge the receipt of your letter of the 18th instant relative to the explanation given by the French Minister for Foreign Affairs regarding the action of the cruiser *Forfait* towards the British steamship *Taiyuan*, and to state that a copy of it will be forwarded to the Secretary of State by next mail.—I have the honour to be, gentlemen, your most obedient servant,

J. H. STEWART LOCKHART,
Colonial Secretary.

Messrs. Butterfield & Swire, &c., &c., &c.

SOCIETE DES CHARBONNAGES DU TONKIN.

The annual meeting of the shareholders of this Company was held on Friday afternoon at the offices, Victoria Buildings. On the motion of Mr. M. Grote M. Bavier Chaffour was voted to the chair, and there were also present—Hon. C. P. Chater, Hon. J. J. Bell-Irving, Messrs H. N. Mody, A. Shelton Hooper, D. R. Sassoon, M. A. Sassoon, T. E. Sansom, R. Rustonjee, S. S. Benjamin, J. S. Ezekiel, E. S. Kelly, E. Georg, T. I. Rose, Dorabjee Nowrojee, P. Jordan, J. M. G. Manuk, M. Grote, A. G. Morris, G. H. Potts, J. Y. V. Vernon, R. M. Moses, Pestonjee, P. Broderson, and Mr. R. B. Joyce (Secretary).

After the usual formalities had been gone through, the CHAIRMAN announced that the number of shares represented was 4,290, or a

capital of Fcs. 2,145,000, and giving right to 202 votes.

Messrs. Chater and Mody, the largest shareholders, were appointed scrutineers.

The CHAIRMAN—Gentlemen, we have the honour of submitting to your approval the accounts for 1894. For this year also the results have not been such as we could have hoped for, as several unfortunate occurrences independent of our control intervened to hinder the development of our enterprise. Such were the plague which during last year raged with such fury in Hongkong and Canton, and for six months entirely stopped the sale of our dust coal in those places, and the China-Japan war, which so notably increased freights that we were obliged to give up shipping large quantities of coal, the sale price, though it also rose, not being in relation to the cost of transport, which had indeed become excessive. The day on which our financial position enables us to fix charters for lengthy periods will see the end of all these inconveniences. Our receipts thus diminished in notable proportions, it was no longer our interest to push on with the production, and we decided to dismiss a portion of our coolies, keeping only the number necessary for a limited output and for the removal of the overburden of earth at our splendid quarry at Hatou, so as to have everything in readiness for future profitable work thereon. Every economy possible, compatible with proper management, has been realized, and in spite of our forcedly unpropitious surroundings, the balance sheet for 1894 shows a far better state of affairs than that for the preceding year. A glance thrown on it will be sufficient to bring conviction that the situation of our Company is sensibly improved, and even to induce the best-founded hopes for its near future. Putting aside the occurrences of which mention has been made, which formed such grave obstacles to our regular working, we have, during this year, as before, had to carry on our operations under circumstances of a peculiarly unfavourable nature financially. Not only were we without working capital, which compelled us to have recourse to credit and crippled our operations, but we had still to bear the heavy burden of the various loans successively contracted during the period of organisation which preceded that of commercial exploitation, on which we are fully launched to-day. Comparing the balance sheet of 1894 with that of 1893 you cannot but arrive at the conclusion that immense progress has been made. In 1893 the net proceeds of the extraction were \$446,601.59. Interest, commissions, and discounts amounted to \$157,466.19. The total loss on the year was \$94,828.17. In 1894 the net proceeds of the extraction, whose development was arrested on account of the reasons given above, were \$465,325.92. Interest, commissions, and discounts reached the figure of \$190,293.18. The total loss on the year is \$22,898.14. So, in spite of heavier charges for interest than in 1893, the loss for 1894 is far less, a result due on the one hand to the improvement in the sale price, on the other to the saving realized. Given these figures, we are, we think, fully justified in asserting, and indeed it may easily be deduced from an examination of the balance sheet of 1894, that the Company will be on the high road to profits on the day on which it is released from the charges that hamper it, and when it is in possession of a sufficient working capital, an event which may well be realised, thanks to a scheme which will shortly be laid before you. As far as regards our output, the quality of our screened coal and of our briquettes is more and more appreciated, as much in Tonkin, where the Administration of the Protectorate takes regular supplies for the navy, for the Customs launches, for the public works, and for the Residences, as at Hongkong, where we find a ready market for these descriptions of fuel, thanks to their perfect quality. We may even assert that we could easily increase our sales of screened and briquettes in noteworthy proportions, if our output permitted it, and as this question depends solely on our financial position, it may here again be easily seen how much we should profit by an improvement in this position. You must be aware that nothing should be easier than to double or even triple our output, thanks to the facilities in working presented by our Hatou quarry. The question is simply one of labour, and is one easily to be determined when we have our hands free. Our sales of dust are also developing. We have made a contract with an important firm in Canton for the delivery of

30,000 tons of dust coal in 1895, and of 42,000 tons in 1896, with option to the buyers of taking another 42,000 tons in 1897, at a price which gives us every satisfaction. The sales of this quality to local industries amount at the present moment to about 1,500 tons per month. The upkeep of our plant has been the object of our most careful attention, our railway is now perfected, and we may roundly assert that as soon as the question of finance is settled we shall find ourselves in a good way to attain the realization of profits. As regards this question of finances, important negotiations have taken place, which will be submitted to you, and when you have become acquainted with their purport you will be asked to pronounce your opinion on the consequences they import. We only have to await the solution of this question to at last be able to get all the return possible from the enormous mineral wealth we are called upon to exploit. I shall be willing to answer any question you may put to me.

There were no questions, and the CHAIRMAN moved the adoption of the report and accounts.

Mr. R. M. MOSES seconded.

Carried.

The CHAIRMAN proposed and Mr. ROSE seconded the appointment of Messrs. Chaumier and de Carrère as directors in place of Messrs. J. J. Keswick and Leroy.

The CHAIRMAN—You all know the keen interest Mr. Keswick, of the firm of Messrs. Jardine, Matheson and Co., has taken in this Company, and so has Mr. Leroy. I have therefore no doubt that you will all join with me in expressing our appreciation of the services these gentlemen have rendered to the Company. (Applause).

On the motion of the CHAIRMAN, seconded by Mr. GROTE, Mr. Matharel was appointed auditor in place of Mr. Champain.

The CHAIRMAN—There is nothing further on the order of the day, and I beg to thank you for your attendance.

THE EXTRAORDINARY MEETING.

An extraordinary meeting of the shareholders was afterwards held, M. Bavier Chaffour being in the chair.

The CHAIRMAN—Before proceeding to the discussion of the various points on the order of the day, I beg to call your kind attention to some preliminary remarks I now put before you. Gentlemen, in taking the order of the day for this extraordinary meeting, I have to inform you that since its publication circumstances have to a certain extent altered, and it will not be necessary to put all these resolutions before you. The reasons for this I will explain in detail as I take the various points. As you were informed at the last general meeting, I have for a considerable time been occupied with negotiations with a view to releasing the Company from its present unsatisfactory financial situation, and I have now to lay before you the result of these negotiations. I may tell you briefly that this is that a syndicate has been formed in Paris, which has agreed to finance the Company to the extent of 2,000,000 fcs. towards paying off the current debt of the Company and finding the necessary working capital. The amount will be due at the end of 1897, when the syndicate has the option of taking payment in cash, or of converting this indebtedness into shares of the Company. These gentlemen having agreed to supply so large a sum naturally are desirous of having the direction of affairs under their own eyes, and this is why we will ask you to day to sanction the transfer of the head office to Paris. I now come to resolution No. 2—reduction of capital—which I am happy to inform you that I have not to put to you, thanks chiefly to the action of two of your directors, Messrs. Chater and Mody. You will understand that the gentlemen who furnish the funds naturally claim a *quid pro quo*; this is simply a matter of business. To assist in satisfying their requirements, it was originally proposed to reduce the existing capital by one half, i.e., each shareholder was to receive one new share for two old ones. Now, however, Messrs. Chater and Mody have generously come forward, and consented to find themselves very nearly the whole of the consideration required by the syndicate, myself supplying the balance. This very heavy sacrifice, whereby you, gentlemen, are placed in so far more advantageous a position, is closely connected with resolution 3—

increase of capital by issue of shares. From examination of the balance sheet you will see how very large a sum is owing by the Company to Messrs. Chater and Mody, a sum which to-day amounts to nearly eleven lakhs, which I may remark represents actual expenditure in hard cash. They have agreed to receive in total liquidation of this debt to date 2,000,000 fcs. in shares, and it is to provide for this that we now ask you to consent to the increase of our capital by this amount, raising it thereby to six millions francs. This is a liberal arrangement enough, but I may further tell you that very nearly all these shares have been parted with by them to the syndicate to complete their consideration in order to bring about the conclusion of our agreement with the syndicate. I think you will agree with me that the unprecedented sacrifices made by these gentlemen merit our heartfelt appreciation. The fourth resolution will not be put before you. I had, however, better briefly explain it, as the phrase "par voie d'apport" may not be familiar to all of you. Some months ago I obtained from the Government of the Protectorate of Tonkin a concession of the property of the surface over the whole area of the concession; and it was proposed to issue fresh shares in consideration of this "apport." To facilitate the arrangements, and in virtue of an agreement between Messrs. Chater and Mody and myself, I have now consented simply to hand this surface property in its entirety to the Company. Consequently it is not necessary to proceed with resolution 5—the appointment of a commissaire to value the property, as it is merged in the Company's concession and no consideration is given by the Company for it. These gentlemen, are the few remarks I have to lay before you, and I am ready to answer any question that you may choose to put to me.

No questions being asked, the CHAIRMAN put the following resolution—That the head office of the Company be removed from Hongay to Paris.

Mr. GROTE seconded the resolution.

Carried.

The CHAIRMAN moved a resolution authorising the increase of the capital of the Company from Fcs. 4,000,000 to Fcs. 6,000,000 by the issue of 4,000 shares at par.

Mr. BRODERSON seconded.

Carried.

The CHAIRMAN—The other points on the order of the day for reasons given require no further mention, and therefore I shall pass them. This, gentlemen, concludes the business of the meeting and I thank you for your attendance.

RAUB AUSTRALIAN GOLD MINING CO., LIMITED.

The following is the Mining Manager's report for the twelve months ending 28th February, 1895:—

To the directors and shareholders.

Gentlemen,—I have the honour to herewith forward you my report for the year ending the above date. I regret I cannot lay before you as favourable a report as I hoped to have done in the way of dividends; still, good substantial progress has been made with the development of the different sections of the mine, all of which are now in first class working order, with large reserves of ore in each. Each section is thoroughly equipped with both pumping and winding machinery, and the crushing power has been doubled by the erection of an additional ten head of stamps. The whole of these improvements have been paid for out of the profits of the mine.

The defective part of our present working system is the transport of the ore from the mines to the battery. At present this is done by bullock carts, which is both slow, costly, and unreliable. To illustrate this, I may state that no less than twenty-eight of the working bullocks have died during the last three months, the cost of which is not less than \$1,500. To remedy this, I have recommended to the directors the construction of a light railway to connect all the mines with the battery, the surveys, plans, estimates, and specifications for which are complete for the construction of the first section as far as Bukit Malacca, about three miles, and the estimated cost is about £32,792 00. I can proceed at once with the work, as soon as I receive authority to do so. The cost of this work, including rolling stock, can be paid for out of the proceeds of the mine if the shareholders desire

it, but I think this work should be fairly charged to capital account.

My object in carrying the line in the first instance to Bukit Malacca is that it will enable me to open up three additional mines, the prospects of which, I consider, quite equal to Bukit Koman. Eventually, I should advise the extension of the railway at least as far as Sungai Argos, about a mile further, where the prospects are very promising. The trace is a very favourable one, there being no serious engineering difficulty to overcome, and the cost of construction will be very light. The advantages of carrying out this work will be very great, as it will enable us to bring ten times as much ore to the mill as we can possibly do with our present system of transport, and at a fraction of the cost; besides, if the mine is ever to be worked on a scale in proportion to its nominal capital, this work is an absolute necessity. The shareholders must also bear in mind that it is not a gold mine we are engaged in developing, but a gold field, and, if this is to be developed out of the proceeds of the mine, the work of doing so will be slow. Already by the small way we have been working, over £50,000 worth of gold has been won from the mine, worth, at present rate of exchange, over half a million dollars. Out of this one dividend of £1,750 has been declared, but I hope before the annual meeting to recommend paying another of equal amount.

The following is a detailed statement of the work done on the different sections of the mine during the year:—

Raub Hole Section, No. 1 Level.—The main north drive has been extended 98 feet, making the total distance in from the crosscut 282 feet. A very narrow vein of rich ore was followed for a considerable distance, with occasional bunches of ore carrying gold alongside of it. This has all been stoped up to the old native workings. In the face of the level the formation has been very broken for a number of feet, and the small vein we were following has cut out. Crosscuts were put in to the east and west, but nothing payable was discovered. All work in this end, with the exception of some stoping being done near the main crosscut, has been discontinued for the present, owing to the heavy surface water coming through the old workings.

South Main Drive.—This has been extended 92 feet, making total distance from crosscut 492 feet. All the main shoot of ore above this level has been taken out. We are now working several of the small cross leaders, some of which show very good gold. There are still a number of these leaders to work. A good deal of underground stoping has been done on the main ore shoot below this level. I may say that this main ore shoot is a body of quartz which crops out at the surface north of the main engine shaft, and dips south at a uniform rate of one in five. About the No. 1 level it did not average more than 30 feet in depth, but, as it goes south into the deep ground, the bottom edge of the shoot of ore dips at a greater angle, making the shoot of ore of much greater width as it gets deeper. We have now followed it for about 600 feet without a fault or break, and as it is now in hard, settled country, there is every reason to believe that it will continue for hundreds of feet. There is no deterioration in the richness of the ore in the deep ground, and the lode is getting stronger the deeper it is followed. To enable us to work this shoot of ore, the No. 2 south engine shaft has been sunk to the same level as the main engine shaft (120), and one of the ropes from the main engine shaft, a distance of 500 feet, has been brought to it, so that the one winding engine hauls the stuff from both shafts. The shaft is 7 feet by 4 feet clear of timber, and a small steam pump is put in it to take out the water. Preparations are about to be completed for putting in a larger pump to enable us to sink the shaft 80 to 100 feet deeper, to follow the shoot of ore at a deeper level. At 120 feet a crosscut was driven 24 feet west and the lode cut. A winze was also sunk from the No. 1 south level Raub hole and connected with the No. 2 main level going in on the lode, so as to ventilate the workings. The main drive on the course of the lode has been extended a total distance north and south of 225 feet. For a distance of 180 feet along the bottom of this level there is a good payable lode from 18 inches to 2 feet thick; it is to work this that I propose sinking the shaft. In the face of the drive going south there is still a lode of good payable ore about 3 feet wide. In the

face going north the lode is not so good. For about 30 feet it pinches to a formation only, but in the last few feet it has opened out to about a foot, in which a little gold can be seen. I have strong hopes of this making another shoot of ore under the main one. I shall continue this drive to connect with the main south drive from the No. 2 level in the main engine shaft. There is still a distance of about 140 feet to connect them. There has been a good deal of stoping done between the No. 1 south level Raub hole and over the back of the main level in the No. 2 shaft, but there still remains a large extent of good payable ground to take out; and as soon as the shaft is sunk for the next level, this will be added to immensely.

Main Engine Shaft No. 2 Level.—I regret to say that nothing payable has yet been found in this level, although a great deal of prospecting work has been done. At the date of my last report the main crosscut had been driven west 261 feet. This has since been extended 59 feet, making the total distance 320 feet. The object of driving this crosscut was to cut the west lode and any leaders that might exist under the old Raub hole workings. Nothing of a payable nature was found; in fact, nothing to induce me to do further work. This was a costly piece of work, as the ground was very hard and wet. At 65 feet in, a drive was opened on a small formation, which has since proved to be a continuation of the lode formation from the No. 1 level. The drive north on this was carried in 27 feet to meet a winze sunk from the No. 1 level above. In sinking this winze some very good ore was gone through, which has since proved only to be a patch which did not extend down to the bottom level. The drive going south on the lode formation has been extended a total distance of 194 feet. At 52 feet south a winze was sunk from the No. 1 level above, and connected with this No. 2 level; good ore was cut also in sinking this winze. The patch of good ore appears to lie between these two winzes and the No. 1 and 2 levels; at least, we have not been able to trace it in the No. 2 level beyond this yet. There is still a good deal of ore of good quality to stop out between these winzes and the top and bottom levels, which we have not been able to work of late, owing to the heavy water coming through the old workings. The weather appears to have now broken up, and the work will be resumed at once.

In driving the main drive south at about 100 feet from the crosscut, several small leaders were cut, carrying very good gold, and although this discovery is not commercially of much value, still it is important as showing that gold lives in the deeper ground. No work has yet been done on these leaders to prove the extent of them, as it is my intention to push on this drive to connect with the drive going north from the No. 2 shaft. Another advantage of having these two drives connected is that we shall be able to crosscut from any part of this level under the rich leaders left underfoot in the old Raub hole workings when we were flooded out and had these workings destroyed. There is a large extent of these leaders, from which a good deal of gold was got in the early period of our working.

A drive has been driven north 97 feet on the course of a lode cut at the plat in sinking the engine shaft. There is a well defined lode all along this drive, with fully two feet of solid good-looking stone showing in the face, but no gold could be found in it. At some future time I intend to extend this drive further, as I can hardly believe that it does not carry gold somewhere.

A small prospecting shaft has been sunk about 200 yards north of the engine shaft to a depth of 40 feet, where there are indications of another outcrop of ore. I intend to continue it to water level, and then crosscut to see whether I can find a lode. Work had to be stopped in this shaft owing to the surface water during the late rain.

Bukit Koman.—At the date of my last report we were driving the crosscut east and west at a depth of 140 feet—that to the west to cut the main lode, and to the east to prospect the country in that direction. The crosscut west cut the lode at 45 feet, and went through it at 55 feet, there being 7 to 8 feet of solid quartz and 2 to 3 feet of leader formation. Very fair gold was got in both leaders and lode. A main drive was then started both north and south. In that going north the lode steadily increased in size to 20 feet of crushing stuff, in the whole of which

gold could be seen in breaking. This drive was continued north for 204 feet at 163 feet. The lode began to pinch and bear away east. This was followed for some feet, but got gradually poorer. I have stopped this drive for the present, but will continue it at some future date.

The drive going south has been extended 150 feet, most of the distance in very hard slate and diorite, intermixed with quartz leaders. Gold has been more or less in these leaders all along this drive, but I do not consider them payable. At about 40 feet in, the great lode that we had pinched to a small formation was about 2 to 6 inches wide. This has continued all along the drive, carrying a clean, well-defined wall all the way in. This drive has also been stopped for the present. So far as I can judge, the lode is a great shoot of ore dipping to the north with the fall of the hill, about 1 in 4. Should this prove to be correct, there will be many hundred feet of this to work, as the hill rises to a height of about 200 feet, going south. This will give many thousand tons of ore to stop above the back of our present level. An air shaft has been sunk from the surface 76 feet north of the crosscut. This broke into the lode at 115 feet, giving good ventilation to the mine. Stoping has been started at this shaft. Only a small amount of work has been done here, and the lode appears as good and strong as ever in the back. There is about 80 feet of backs to work above the level, which will give a very large quantity of crushing stuff from these stopes.

The crosscut going east was carried in 136 feet from the shaft, but nothing payable was found in this direction. Drives were started north and south on the quartz out in the east plat. The drive north was carried in 36 feet, and the one south 27 feet. Gold was seen in the quartz when breaking, but I did not consider it payable. I then opened out 20 feet above the plat on the gold-bearing leaders cut in sinking the shaft. A chamber was cut 12 feet by 7 feet in the clear, and a drive put in 84 feet (equal distance north and south) from the shaft. Good specimen stone was got in the leaders the whole distance, but they are very irregular and bumpy. A winze was sunk 20 feet to connect this level with the drive going in from the plat at a distance of 31 feet in from the shaft, and good gold got in the leaders all the way down. There appears to be a large quantity of crushing stuff here, but its value is greatly reduced owing to having to take so much mullock with it. The ground is very hard blasting, which makes the development slow and expensive. I believe this is the top of another make of ore which will be got at a lower level in the shaft. So far as I can see, this section of the mine has a great future, situated as it is almost in the centre of the concession, and three miles from our nearest boundary.

Surface Workings.—A small amount of work has been done in these, and about a thousand tons of ore raised has been crushed; but as we do not require this to supplement our supply to keep the mill fully employed, work has been discontinued. There is a large quantity of low grade ore to be got here at a small cost, but as we do not require it at present it will do as a reserve.

A new 10 feet pump has been ordered for this shaft, the present one being barely sufficient to keep down the water. As soon as it arrives, I intend sinking the shaft another 100 feet.

Western Lode.—At the date of my last report, this mine was idle, with 120 feet of water in it. A winding and pumping plant (the same as at Bukit Koman) has been erected at the shaft, water pumped out, drives cleaned out and repaired, and workings put in order. The latter had all closed in and winzes crushed together. Great difficulty was experienced in opening the latter owing to the heat in the ground and foul air. The whole has been repaired and stopes opened afresh, and all is now in first-class working order. The stopes have been opened for over 200 feet on the course of the lode, which varies from one to three feet wide, and shows fair gold in places the whole distance. There is 70 feet of backs to stop, the whole length of the workings. The ore is not rich, but it is easy and inexpensive to get, close to the battery, and will pay well to work. Ore is now being regularly raised from these workings.

Battery.—Since the date of my last report, the battery has been doubled by the erection of an additional ten head of stamps. The old battery of ten head was kept steadily at work to

the 19th July, when we stopped to put up the additional stamps. As the foundation timber of the old battery was very rotten, I decided to pull the whole down and re-erect them. New foundations were put in for the whole twenty head, nothing but the most durable timber being used in the work. The work was completed and crushing resumed on the 28th August, not an additional man but the ordinary staff at the mine being employed at the work. For despatch this work will compare favourably with similar work in any part of the world, especially considering the labour available (with the exception of two Europeans)—Chinese and Malays. Although the engine was only originally intended to drive ten head of stamps, it does its work splendidly, and, since starting, the whole has worked first class. During the past three months great difficulty has been experienced in supplying the battery with crushing stuff, owing to the north-east monsoons causing incessant rains. No less than 28 of our working bullocks have died in our endeavour to keep the battery going, and some better means will have to be provided for transporting the ore from the mine to the battery, and the sooner this is done the better.

The quantity of ore crushed by the old battery since the clean up of 11th April, 1894, to the time of stopping was 1,420 tons, yielding 935 ozs. 5 dwts. smelted gold. Since starting the new battery on the 28th August last, 4,527 tons have been crushed for 2,152 ozs. gold, making a total of 5,947 tons crushed for a yield of 3,087 ozs.,* an average of 10 dwts. 9 grs. of gold per ton of ore. The total quantity of ore crushed since starting is 17,957 tons, for a yield of 14,180 ozs. smelted gold. The average cost of milling the ore for the year is 2s. 9d. or \$1.38 per ton. This I hope during the ensuing year to reduce considerably, as it costs very little in labour more to work the twenty head than it did to work the ten head before. I hope to see my way clear to advise a still further increase in our crushing power. Our present weakness is the transport of ore to the mill. This I propose to remedy by the construction of a light railway connecting the various mines with the mill, as already advised.

The total cost of raising the ore and putting it into the ore hoppers at the mine, including European supervision, coolies, timber, engine drivers, &c., is \$5.68 per ton. This does not include management charges. It has been suggested that a "cyanide plant" for the extraction of the gold still remaining in the tailings be added to our present plant. A bulk sample of the tailings has been sent to Charters Towers (Queensland) to be treated by the cyanide process, and if they are suitable for treatment by that process I see no reason why works should not be erected. As most of our tailings are being saved without any extra cost, it is not a matter of pressing importance that it should be gone on with at once. Our neighbours, the Puncjom Gold Mining Co., Limited, are erecting a plant for the treatment of their tailings, so it may be as well to see the result of their experiment before committing ourselves to the cost of a plant.

Machinery.—All the mines now in work, viz., Raub Hole (2 shafts), Bukit Koman, and Western Lode, are all thoroughly equipped with first-class winding and pumping machinery. The old battery, when re-erected, was thoroughly overhauled, and any repairs needed were done. Two additional boilers, 10 horse power each, have been added, making eight boilers in all, all in first class condition. The two last we have not yet required to use, and are held in reserve. The whole of the machinery is in first-class order and as good as new, a list of which will be found in stock sheets.

Building.—These have nearly all been renewed during the past year, viz., at Raub two kongseys for 100 coolies, two new bungalows for Europeans, and additions to manager's house. At Bukit Koman, two new kongseys for Chinese coolies and a bungalow for European miners. Battery House.—This has been about doubled in size, with a new assay office and store-room for battery. A new blacksmith's shop, with two forges; also a new bullock shed.

Transport.—No improvement has been made in this during the year, but a cart road is being made by the Selangor Government from the

railway running at Kwala Kubu, passing through Raub to Kwala Lipis. This road will be of great service to us, and will effect a saving of 40 per cent. in transport charges, besides reducing the time in getting stores from Singapore fully three-quarters. I am assured by the Governor that the making of this road will be pushed on as rapidly as possible.

General.—During the year the health of the camp has been fairly good. One fatal accident happened, a Chinese coolie falling down the Bukit Koman shaft. It was owing to his own carelessness, and no precautions can guard against this.

In reviewing the position and progress made by the Company during the past year, I must draw the attention of the shareholders to the fact that this is the first time I have been able to say there are large reserves of ore available for crushing. I estimate that at the present time we have in sight at least sufficient ore to keep the present mill, twenty head, fully employed for two years, and of a grade equal to late crushings. A reference to the plans of the different sections of the mine will assist you in understanding the various workings of the mine.

WM. BIBBY,
Mining Manager.

The following is the Mining Manager's report for the four weeks ending the 15th May, 1895:—

Raub Hole Section.—Work in this section is almost all confined to the No. 2 south shaft. There are still a number of small cross leaders to work in the old No. 1 level, but as we do not require the crushing stuff I am keeping these in reserve.

The main drive No. 2 level south from the main engine shaft, and the drive going north from the No. 2 south shaft have broken through to each other. The total distance between the two crosscuts 406 feet, and the total length of the level face to face 586 feet. The whole of this is through hard blasting ground. This level is the deepest ground worked in the Raub Hole formation and has been driven on the lode formation the whole distance: the formation is very regular. Gold has been got in several places in the northern part, but only in small patches. As we approach the main gold-bearing ore chute in the south end the lode opens out to about 2 feet, and for a distance of 230 feet along the bottom of the level it carries first class gold-bearing ore. This is the main ore chute which has been worked first by the natives to water level and by this Company to the present depth, 120 feet. This 120 feet represents the dip of the chute of gold in about 700 feet, the length worked to the present time. The ore chute is steadily widening as it goes down. Near the surface the width of the chute was not more than 30 feet vertical, at our lowest level it has opened out to 90 feet and the ore shows no signs of deteriorating. It is with the intention of working this ore chute at a deeper level that the No. 2 south shaft is now being sunk 100 feet deeper. I am sanguine that at a deeper level this ore chute will open out and make a continuous lode of payable ore. In addition to the main ore chute there are a number of rich small cross leaders cut in driving these levels which I hope to eventually trace into the old original Raub Hole workings, which lies 70 to 100 feet west of our present workings, and from which large quantities of gold were won in the earlier days of the Company. These workings were all destroyed by the great flood of November, 1891. This work will be taken in hand later on. At present we are concentrating all our available force to sinking the No. 2 shaft, which is now down about 40 feet below the 120 feet level. I have had to change the contractors, who were not getting on fast enough for me. The present ones are doing better; 25 feet has been sunk and timbered for the month. The ground gone through is hard diorite with calcite leaders running through it which require blasting and is very wet.

In the south stopes there are four faces at work on a lode from 1 to 2½ feet which shows good payable ore. North of the crosscut there are two faces at work on a lode from 6 to 10 inches thick carrying very good gold. A fair quantity of ore has been sent from these stopes for crushing.

Bukit Koman.—The stopes over the back of the main level still continue to look as well as ever. These stopes are now open for about 180 feet.

Along the back of the level the lode varies from 10 to 25 feet wide, the whole of which carries gold, and is being crushed. A month's work on a great ore body like this makes very little show. The bulk of the crushing stuff for the mill is being supplied from these stopes.

The air shaft now being sunk south of the crosscut is down and timbered to a depth of 100 feet. I expect to go 20 feet deeper before breaking through to the stopes below. We have had the lode in this shaft for the last 30 feet, which shows gold quite equal to the stopes.

No work is being done on the leader formation in the engine shaft as the crushing stuff is not required.

Engine Shaft.—All the preparations for sinking the shaft another 100 feet have been completed. A recess has been cut and cistern fitted for taking up the water from the level and a 7-inch draw-lift to be worked from the main steam pump rod is now ready to put in the shaft to sink with. All fittings, clack seatings, and bucket mountings have been made on the mine. The shaft has been sunk 13 feet and is now down 15 feet below the 146 feet level. As soon as the new 10 inch steam pump arrives from England it will at once be placed in the shaft, as it takes the present one all it can do to keep the water out. It is my intention to push on the development work of the different sections of the mine so as to keep our reserves of ore well in advance of our requirements.

Western Lode.—The only work being done is stopping between the two air shafts. These stopes are looking very well at present, showing fair gold the whole length of them. The lode varies from 2 to 5 feet wide, and is easy and inexpensive to work. The water in this shaft is light and gives us very little trouble.

Battery.—This is kept steadily at work day and night. A rough clean up took place on the 6th instant; 1,030 tons yielded 1,400 ozs. amalgam. Crushing was resumed again the same afternoon.

Railway.—Fair progress is being made with this work, and there are now about 90 coolies at work on the track. The bridge over Sungai Raub is almost completed. It is 20 feet span and 14 feet to formation level. Girders 16" x 12". All timber used is of the best description of "Mirabau." Between 2,000 and 3,000 sleepers have been delivered, also a good deal of sawn timber required for culverts and drains. More coolies will be put on as opportunity offers, so as to push the work through as quickly as possible.

WM. BIBBY,
Mining Manager.

THE REBELLION IN FORMOSA.

DECLARATION OF THE REPUBLIC.

Advices from North Formosa report that on Friday, the 24th inst., it was generally understood at Tamsui that the island was on the eve of being declared independent, that the Governor would be appointed President of the Formosa Republic, and that a new flag would be hoisted at the forts. In the afternoon the new flag, a yellow tiger on a blue ground, was sent to the Commissioner of Customs, with the request that it should be hoisted on the following day. This Mr. Morse politely declined to do, and it is said that to compromise the matter no colours were flown at the Custom House on Saturday. On the 25th the Consuls were notified of the change of Government, and at noon it is supposed that the Governor was duly installed as President. Proclamations were posted calling upon the people to support the new government and to join in defending the island from the invasion of the Japanese. On Sunday the flag was saluted by the forts with twenty-one guns.

Two Japanese ironclads anchored off Tamsui on the morning of the 25th. It was fully expected that the forts would open fire, as both ships appeared to be within range of the guns, but no action was taken. In the afternoon, to the intense surprise and anxiety of everyone, a launch from one of the Japanese steamed in over the bar, and after leisurely taking soundings proceeded up the river to the Redbreast, with whose officers the Japanese appear to have had a short interview. The launch then steamed out, without, apparently, attracting much attention, although some soldiers on the riverside showed some disposition to open fire. Just before leaving Tamsui the steamer *Formosa* was boarded by two of

* The proportion of clean up of 11th April, belonging to current year, is 512 tons for 326 ozs gold. Thus the total yield for the twelve months ending 28th February, 1895, is 6,459 tons for 3,413 ozs., or an average of nearly 10 dwts. 14 grs. of gold per ton.

ficers from one of the cruisers, who put a few questions to Captain Hodgins and then retired.

As might be expected, there was a considerable amount of excitement up river when a telegram reached Iwatusia announcing the arrival of the Japanese, and it was feared that a panic might follow. The combined guard of British and German marines and bluejackets were immediately called to arms, but nothing approaching excitement even occurred, and it being evident that there was no intention on the part of the Japanese to land or attack, further precautions were deemed unnecessary.

The situation in Formosa is, without doubt, a very grave one, and it almost seems impossible to avoid a great disaster, unless prompt measures are taken by both the Chinese and Japanese Governments. It is extremely doubtful if the people are in real sympathy with the new Government, and it seems that their support is simply promised as a last resource and in the hope that foreign intervention may yet save the island. As far as matters are at present, a determined stand will be made against any attempt on the part of Japan to occupy the island, but it remains to be seen what effect the arrival of Li Chung Fang, who is charged with the transfer of Formosa, will have with the misguided President, upon whom rests an overwhelming responsibility.

Li Ching-fong, accompanied by Mr. Foster, left Shanghai on the 30th May by the *Kungyi* for the Pescadores, to formally hand over Formosa to the Japanese in accordance with the terms of the Treaty.

A notice was issued by the Telegraph companies on the 31st May to the effect that, hostilities having commenced in Formosa, private telegrams will not be accepted for transmission except for Kelung, Hobé, and Taipei.

The Japanese forces landed on the coast opposite Palm Island, in the neighbourhood of Kelung, on the morning of the 30th May. It was stated that they intended landing 4,000 men on the coast near Kelung. A telegram to the *China Mail*, despatched from Taipei-fu on the evening of the 3rd inst., states that the Japanese had captured Kelung and that the Chinese garrison had lost three hundred men killed.

The following notice was issued by the Telegraph Companies yesterday:—

"The Chinese at Foochow report that the Taipei office has been deserted by all excepting one European. Foreign telegrams only can be accepted, and those entirely at the sender's risk."

The following telegrams appear in the *China Mail*:—

Shanghai, 4th June.

Taotai Li Ching-fong, the Chinese Plenipotentiary, formally handed over the Island of Formosa to Admiral Kabayama, the Japanese Viceroy. The ceremony took place on board ship outside Kelung on the night of Saturday, 1st June. Li Ching-fong has returned to Shanghai.

Kelung was captured by the Japanese on Monday, the 3rd inst.

Taipei-fu, 5th June.

The utmost excitement prevails in North Formosa, the resistance of the Chinese army having collapsed at the approach of the Japanese forces. The Chinese soldiers and natives have attacked the Government buildings, wrecking, looting, and setting fire to President Tang's Yamen and the surrounding buildings at Taipei-fu. President Tang made good his escape in safety. The natives and soldiers are indulging in indiscriminate rioting at Hobé. The foreigners, so far, have not been molested, but the approach of the Japanese is looked for anxiously.

The shareholders of the Shanghai-Sumatra Tobacco Company are to be congratulated, the *N. C. Daily News* says, on the good prospect before them. Prior to the public sales in Holland their tobacco was valued by experts at the preliminary examination by recognised brokers as second on the list of parcels offered for sale, and the results far exceeded these valuations. One lot of 532 bales realised the very high price of 246 guilders. Not only has last year's crop thus done well on the market, but the accounts of the growing crop sent to the agents are exceedingly favourable, so that the company seems to be in the happy position of unexampled prosperity both at present and in the future.

COLLAPSE OF THE OLD VICTORIA HOTEL.

THREE PERSONS KILLED AND TWO RESCUED.

At one o'clock yesterday morning the entire roof of the Old Victoria Hotel, which extends from Queen's Road to the Praya, completely collapsed, and three Chinese were killed. The hotel, or rather the ancient building that clung to this title, has been in disuse for several months, and consequently its dilapidation has rapidly advanced. White ants, the scourge of the colony, took possession of the place in swarms; all the timber supporting the roof and in the roof was hollowed out by these voracious insects, and, as is their custom, they left simply the shell of the supports in order to effectively hide their ravages. Then came the rains of the last few days to complete the rapid work of destruction, and finally the roof gave way, and crashed in the first floor. At the time there were five Chinese on the premises, a man, three women, and a child. Only two of them escaped with their lives, and the escape was certainly a miraculous one. When the report of the crash was heard an alarm was given at the Central Police Station, and Chief Inspector Corcoran and several constables immediately went to the place, provided with lighted lamps and candles. The interior of the premises was one confused mass of bricks, mortar, and rotten wood, and standing upon this heap of rubbish the police heard cries coming from amongst it. They at once set to work to clear away the debris, and effect, if not too late, the rescue of those who were shrieking for aid. The task was by no means an easy one. Nearly eight feet of the heavy rubbish had to be dug out before the search party was rewarded for its efforts, and this work occupied nearly two hours. A woman and a child were brought out alive, and, what is more remarkable, they were uninjured, although the weight of the debris upon them must have been enormous. Lying across the woman was a man named Wo Uk Chuk, 36 years of age. He was dead. Proceeding further with their search the police found the dead bodies of Yeung Hing To, 22 years of age, and a twelve year old girl named Chan Min. These three were most likely killed instantaneously. The greatest credit is due to the police for the manner in which they extricated the two fortunate females from their perilous position.

On Tuesday Mr. H. E. Wodehouse opened the inquiry respecting the death of Yeung Hing To, Wo Uk Chu, and Chau Nui, who were fatally injured at the Old Victoria Hotel on 30th May. The watchman spoke to hearing a portion of the roof fall, and Inspector Mann deposed to finding the bodies of the deceased buried in about four or five feet of debris. About 60 feet length of the roof fell. The inquiry was adjourned until Saturday.

VICTORIA RECREATION CLUB.

ANNUAL MEETING.

On Thursday afternoon the annual meeting of the members of the Victoria Recreation Club was held in the Gymnasium of the Club. Mr. H. E. Wodehouse presided over a large attendance.

The hon. secretary, Mr. E. D. SANDERS, read the notice convening the meeting.

The CHAIRMAN moved the adoption of the reports and accounts for the past year. He thought the results of the year were satisfactory. There was a balance \$296.51 in excess of what it was last year, and the reserve fund was now \$1,420. The balance was in spite of the sum of \$676.95 which it was found necessary to expend on the club in consequence of damage done by the typhoon. The aquatic sports which were held during the year went off extremely well, and ended in a balance in favour of the club. In regard to the bathing place it seemed to him that the bathing facilities for such an important and well represented club as this were not sufficient, and a better bathing place ought, if possible, to be got. (Applause). To do this it would be necessary to secure the co-operation of the Government, and the Committee would do their best during this year to get a bathing place that was suitable for the large number of members who liked to bathe. The present place was very well when it was started years ago, but owing to the way the foreshore had

silted up, it had ceased to be such a suitable place. In order to carry on the various sports which the club held it was necessary to call upon the community to give prizes, and the heartiest thanks of the members were due to those who had so kindly and generously come forward and given prizes.

Mr. E. J. MEUGENS seconded the resolution, which was carried.

Two alterations were then made in the rules, one of them being that an entrance fee of \$5 would be required from persons joining the club after the 30th June.

The CHAIRMAN said that the next business was the election of the Committee, and he referred in eulogistic terms to the services rendered by gentlemen who were on the Committee but who had left the colony and did not offer themselves for re-election. Mr. Lisbirel, the steward, was going away for a short holiday, and he had given very valuable assistance to the club, and had shown very good qualifications indeed for the position that he filled.

Mr. ADAMSON said that, before proceeding with the election of the Committee, he thought the first duty was to elect the Chairman. He hoped the members would unanimously elect Mr. Wodehouse, as he was sure they could not get a better man. (Applause). Mr. Wodehouse was one of the leading men of the colony, and he had worked hard in the interests of this important and representative club. (Applause).

Mr. Wodehouse was unanimously elected Chairman, and in reply said he had very much pleasure in accepting the honour. He now had the pleasing duty of asking Mr. E. D. Sanders to again act as honorary secretary. Unless a club had a good secretary he defied it to flourish, and in Mr. Sanders the members had an excellent, energetic, and indefatigable hon. secretary. He (the speaker) also asked Mr. Armstrong to continue as hon. treasurer.

Mr. R. F. LAMMERT seconded the resolution, which was carried.

The following committees were elected:—
General Committee—Mr. H. E. Wodehouse, C.M.G., Chairman; Mr. E. D. Sanders, Secretary; Mr. W. Armstrong, Treasurer; Messrs. W. H. Potts, M. A. A. Souza, Capt. D. F. MacCarthy, Messrs. R. F. Lammert, W. Macbell, G. L. Duncan, C. M. Adamson, G. A. Caldwell, and E. Bischoff. *Ballotting Committee*—Messrs. J. Meek, T. W. Lammert, G. C. Hayward, F. Lammert, W. A. Stopani, J. B. Grimes, A. Denison, C. H. Grace, F. H. Kew, and G. Moffatt.

A vote of thanks to the Chairman concluded the proceedings.

MARINE COURT OF INQUIRY.

CHIEF ENGINEER'S CERTIFICATE SUSPENDED.

A Marine Court of Inquiry was held on Friday at the Harbour Master's office to inquire into certain charges of misconduct brought by the master of the British steamer *Riversdale*, Official No. 68,974, of Sunderland, against Robert Crathorne, the first engineer of the vessel.

The Court was composed of Commander R. Murray Ramsey, Stipendiary Magistrate; Lieut. Louis W. R. Chetwynd, R.N.; Mr. John Murray, Commander s.s. *Asloun*; Mr. John Edward Farrell, Commander s.s. *Mongkut*; Mr. T. Mitchell Milne, Commander s.s. *Annandale*.

Mr. Gedge (from Messrs. Johnson, Stokes and Master's office) appeared for the captain, Mr. Edward Peck.

The defendant did not appear.

The finding of the Court was—We find that Robert Crathorne, whose certificate of competency as first class engineer is 20,840 is chief engineer of the British steamer *Riversdale*. That a charge has been brought before the Court by the master of the *Riversdale* that the said Robert Crathorne has been under the influence of drink and incapable of performing his duty from the 15th to 21st May inclusive. That the accused has been supplied with a copy of the charge brought against him, and was ordered to appear before this court and answer the same. That the accused has failed to appear before the Court, and that on being sent for he still declined to appear. That the Court has therefore heard the evidence in support of the charge in his absence. That having heard the evidence of the master and the chief officer the Court is of opinion that the said Robert

Crathorne has been guilty of repeated acts of drunkenness on board of his ship, and the Court therefore orders that his certificate be suspended for a period of six months from this date.

SERIOUS CHARGES AGAINST A SHIP'S CAPTAIN.

At the Police Court on Tuesday, before Mr. H. E. Wodehouse, Captain Patie, of the British steamship *Strathnevis*, was summoned for unlawfully putting two men named Robinson and Cochrane ashore, and also with aiding and abetting them to desert from her Majesty's service, well knowing them to be deserters.

The case for the Police was that the two men deserted from the Northumberland Fusiliers at Singapore, and went as stow-aways on the *Strathnevis*. It was not until the boat had left Singapore an hour that they were discovered. All the seamen on board knew they were deserters, as they wore their uniform, which, however, they took off and substituted clothing which was given to them. At Saigon they signed articles on the ship, and they then told the captain that they were formerly seamen on the *Maple Branch*. They were engaged, one as a fireman, and the other as a deck hand, and their story was that the officers, including the captain, knew they were deserters. The captain, however, had never spoken to them directly about their being deserters, and when the boat arrived here at the end of April they went ashore. They returned to the boat and some time afterwards, they said, the second engineer went up to them and told them that if they did not clear off the boat the captain would give them up to the military authorities as deserters. They went ashore and from that time until Monday night they had hidden in Hongkong. On that night they surrendered themselves to the police. The chief engineer said he told the second engineer that if the men were not got away he would have them reported, and the second engineer said he was ordered by the chief engineer to send the men ashore.

Mr. Dennys, who appeared for the defence, said that the captain certainly did not know that the men were deserters. At Saigon he obtained permission from the British Consul to put the men on the ship's articles in consequence of their statement that they had left the *Maple Branch*.

Mr. Wodehouse intimated that Mr. Dennys need not go into the charge of assisting the men to desert.

In reference to the other charge Mr. Dennys contended that the captain was innocent of the offence. The men were lazy and the chief engineer advised the second engineer to clear them off the ship, and to warn them that if they did not go the military authorities would be communicated with. The second engineer told this to the men. When the captain himself knew that the men were deserters he wrote to the Mercantile Marine office. Mr. Dennys complained of the charge being brought yesterday, as the ship, which had been lying in the harbour a fortnight, was timed to leave at noon and the case had lasted until 4.30.

Mr. Wodehouse said that in regard to the aiding and abetting deserters there was ample ground for the police taking action. If the evidence of the soldiers was to be believed—and they had given their evidence very straightforwardly—not only all the officers of the ship but the captain also knew perfectly well that the men were deserters from the army, and it was only for want of absolute proof in regard to the captain that he (the Magistrate) was unable to convict. The men went on board in their uniform, and this fact was generally known to the men and officers, and it required a good deal of credulity to believe that the captain was not aware of the fact also; if he was not aware an officer in his position ought to have been. However, the charge was not proven. With regard to the other charge the plea brought forward by the captain was again ignorance. The Ordinance said that "if a master or any other person belonging to a British ship forces on shore or leaves behind any seaman or apprentice, &c." The Magistrate was of opinion that unless it was actually proved that the master himself was a party to the proceeding he could not be found guilty of this offence. There was complete evidence to show that the chief engineer had been guilty of the

offence, and if the police chose to prosecute him the case would be gone into the following day.

Mr. Dennys said that in regard to prosecuting the chief engineer there was the question of whether these men, being deserters, could possibly be kept on board. The fact that they were deserters was not known then, but was known now.

MEDICAL INSPECTION AT BANGKOK.

The following telegram from H.M. Minister Bangkok, has been received by H. E. the Governor:—"Inspection enforced at Paknam on arrivals from Hongkong and China ports."

The following telegram has since been received from H.B.M. Minister at Bangkok in reply to an enquiry from His Excellency the Governor asking why vessels from Hongkong should be subjected to medical inspection, as this colony is free from sickness of an epidemic nature:—"Medical inspection will not be imposed on direct arrivals from Hongkong without touching infected port. (Signed) Bunsen."

THE JAPANESE TREATY AND THE LEKIN QUESTION.

In the negotiations at Shimonoseki the following condition was proposed by the Japanese:—"All goods imported into China by Japanese subjects, upon the payment, either at the time of entry or subsequently at the option of the importer or owner, of a commutation tax or duty of two per cent. upon the original cost, shall thereafter in every part of China be exempt from all taxes, imposts, duties, charges, and exactions of whatever nature or under whatever denomination levied in the name or for the profit of the Government, public functionaries, private individuals, corporations, or establishments of any kind. In like manner and to the same extent, but without the payment of any commutation tax or duty whatever, an equal immunity from every kind of taxation shall be accorded by China in respect of all Chinese goods and produce purchased in China by Japanese subjects and declared to be for export, such immunity from taxation shall exist, from the date of such declaration up to the time of actual exportation. All Chinese goods and produce intended for home consumption, when conveyed in Japanese vessels from one open port to another open port in China, shall, upon the payment of the coasting trade dues existing at this time, be in the same manner and to the same extent, exempt, during the whole process of such conveyance, from all kinds of taxation, including import and export duties. It is, however, understood that the foregoing stipulations do not in anywise affect any arrangement for the time being in force regarding the taxation of imported opium."

To this Li Hung-chang replied as follows:—

The effect or object of the 3rd clause appears to be to exempt foreign goods from any dues or lekin tax whatever after they have passed out of the hands of the importer or foreign owner. This is a subject which has been often considered with foreign diplomatic representatives at Peking, and the fairness of such a claim has never been shown. There is no Government which more jealously guards its commercial privileges than Great Britain, and her subjects engaged in the Chinese trade have often moved her Ministers to secure relief from the lekin tax, but without success. Lord Elgin, who accompanied the British army to Peking and exacted from China after the occupation all the commercial privileges which he deemed just on the part of the victor, rejected the claim as now proposed and said he "did not see his way clear to further protection of imports against taxation once they have passed into the hands of a Chinese purchaser." (British Government Blue-book on Revision of Treaty of Tientsin 1871, p. 443). The British Board of Trade, having official supervision of foreign commerce, examined this subject at the request of the British Office of Foreign Affairs, and decided that "to insure the sale of the (imported) goods to their ultimate consumer with no enhancement of cost derived from taxation . . . is a view which cannot be entertained by Her Majesty's Government. There is nothing in the Treaty which appears to my Lords to justify such a sweeping demand, and in view of the internal taxation to which native goods are subject in China, it would be in their opinion

both unjust and inexpedient to enforce a demand, even if it were warranted by the terms of Treaty stipulations" (Ib. p. 347). Sir Thomas Wade, so familiar with Chinese trade, and so long the able representative of Her Majesty's interests at Peking, said the lekin tax "is not in its nature more open to objection than our income tax, nor, indeed, to any extraordinary tax by which a State short of money may recruit its finances." And again, referring to the abuse to which the privilege asked for in the 3rd clause would give rise, he said, "it is hard enough on the Provincial Governments that they must give up their tolls on goods that are foreign-owned, but it will be harder still if Chinese, armed with foreigners' certificates, are to carry Chinese-owned goods toll-free from one end of the Empire to the other." (Ib. pp. 444 and 447). In view of these declarations, so well founded in justice and propriety, I feel sure the Japanese Plenipotentiaries will be willing to modify their proposition so as to secure the protection of imported goods only so long as they remain in the possession of the foreign owner. This will be secured by granting to Japan favoured nation treatment, and Japan should be satisfied with that.

The result was that the Japanese waived the demand for the abolition of lekin. We take the above excerpts from the official documents as published by the *Peking and Tientsin Times*.

THE INTERPORT TENNIS MATCH.

HONGKONG v. CANTON.

The return tennis matches between Hongkong and Canton were played at Canton on Saturday and Sunday, the doubles being played on the first day and the singles on the second. The following are the results:—

DOUBLES.

Wallace and Bent (Canton) beat Firth and Knox (Hongkong) by three sets to love, 6-1, 6-2, 6-0.

Tomkins and Perry (Canton) beat Lawson and Anderson (Hongkong) after a most exciting struggle by 2-6, 6-1, 6-3, 2-6, 6-4.

SINGLES.

Wallace beat Firth 6-0, 6-1, 6-1; Bent beat Knox, 6-2, 7-5; Perry beat Anderson, 6-0, 9-7.

HONGKONG VOLUNTEER CORPS.

FIELD BATTERY.

The first competition in connection with Capt. McCallum's monthly challenge cup took place on Saturday at the Police Range. Conditions:—7 rounds at 200, 400 and 500 yards: winner to hold the cup for one month. Highest number of wins during season to take the cup. The following were the best scores:—

	200 yards.	400 yards.	500 yards.	H'cap points.	Total.
Gunner Stewart.....	27	31	28	—	86
Gunner Rutter	25	23	23	12	83
Gunner Ewing	22	27	21	12	82
B. Q.-M.-S. Coyle	25	26	20	10	81
Sergeant Bremner.....	28	28	11	12	79
Gunner Deas	23	20	21	13	77

HONGKONG RIFLE ASSOCIATION.

There was a good attendance on Saturday to compete for the Long Range Cup and Spoons. The weather was very bad, but the shooting was fairly good, especially at 700 yards. The Cup was won by Mr. Deas, and the Spoons by Corporal Collins, Corporal Woolridge, Corporal Tasker, Mr. Deas, Corporal Dowsett, and Mr. Brown. The following were the best scores:—

	700 yds.	800 yds.	H'cap points.	Total.
Corporal Collins, R.B.....	38	40	6	84
Corporal Woolridge, R.B.	45	38	—	83
Corporal Tasker, R.B.....	37	35	8	80
Mr. W. Deas	28	30	20	78
Corporal Dowsett, R.B. ...	35	28	4	77
Mr. A. Brown.....	35	26	14	75
Cr.-Sergt. Horsman, R.B.	35	39	—	74
Private Godbear, R.B.....	39	35	—	74
Sergt.-Major Morrish, R.B.	40	34	—	74
Captain Palmer	42	26	5	73
Corporal Sadler, R.B.	38	30	3	71

At Woosung on the 27th May a sailor belonging to the German man-of-war *Leone* went out swimming and was drowned. It is supposed that he caught cramp, as he was known to be a good swimmer.

HONGKONG GOLF CLUB.

CAPTAIN'S CUP.

It would be difficult to find a more popular win than that recorded in the above competition for the month of June. Captain Murray Rumsey has never won this Cup before, although he has been adjacent to it on numerous occasions, and this was his last attempt before going on leave to try those classic links Westward Ho!—Hoylake, St. Andrews, Sandwich, etc. This win will enable him on his return from leave to compete for the final possession of Commodore Boyes' handsome Cup, and in the meantime the members of the Golf Club wish him a pleasant holiday, with no bunkers to trap a good drip, and no stymies to stop a good putt.

Captain Eccles, R.B., was again runner up, but consoles himself by annexing the sweepstakes, for which Captain Rumsey had not entered. He has now competed on four occasions for Club prizes and has been either first or second on every occasion:—

CUP.		
Captain R. M. Rumsey, R.N.	91	83
Captain W. V. Eccles, R.B.	89	84
Mr. H. L. Dalrymple	94	84
Mr. C. H. Grace	101	86
Mr. W. S. Frowd, R.N.	106	88
Mr. H. W. Slade	112	91
Mr. C. Palmer	103	92
Mr. J. Hastings	108	94
Mr. G. W. F. Playfair	117	96
Captain W. G. Bentinck, R.B.	112	100
SWEEP.		
Captain W. V. Eccles, R.B.	89	84
Mr. C. H. Grace	101	86
Mr. W. S. Frowd, R.N.	106	88
Mr. C. Palmer	103	92
Commodore Boyes, R.N.	106	94
Mr. J. Hastings	108	94
Mr. G. W. F. Playfair	117	96

HONGKONG CRICKET CLUB.

BATTING AND BOWLING AVERAGES.

The following tables show the batting and bowling averages for the season 1894-1895:—

BATTING AVERAGES.
In Ten Innings and over.

* Denotes "not out."

Names.	No. of Innings.	Times not out.	Most in an Innings.	Runs.	Average.
E. W. Maitland	10	1	69*	380	42.22
Dr. Lowson	14	2	131	408	34
A. S. Anton	12	2	96*	333	33.30
S. L. Darby	20	3	71*	524	30.82
G. J. Campbell, H.K.R.	12	2	82*	274	27.40
R. B. Garde, R.N.	12	1	76	236	26
F. Maitland	11	2	82*	217	24.11
Surg-Major Beade	14	2	44	283	23.58
C. M. Firth	13	0	83	255	19.62
E. Maat	10	1	62	142	15.78
E. C. Ellis	12	0	75	183	15.25
T. S. Smith	14	1	43	163	12.54
H. M. C. Elliot, R.N.	13	2	53	88	8.91
E. Ezekiel	11	3	15	44	5.50
T. Sheldford, R.N.	12	1	15*	48	4.36

In Three Innings and over.

Names.	No. of Innings.	Times not out.	Most in an Innings.	Runs.	Average.
A. J. Leach	3	1	38	62	31
J. Thresher, R.B.	7	3	48*	119	29.75
G. L. Lysley, R.B.	4	0	84	115	28.75
C. W. Knox, R.B.	8	3	36*	124	24.80
J. A. Strick, S.L.I.	6	1	65*	116	23.20
P. G. Anderson, H.K.R.	6	0	68	119	19.63
Capt. Welman, S.L.I.	5	0	24	86	17.20
W. M. Thompson, R.E.	5	2	24	47	15.67
L. Sanderson, R.B.	8	0	83	122	15.25
Sir R. Arbuthnot, R.N.	3	0	26	45	15
E. A. Ram	3	0	23	39	13
J. Hooper	3	1	17	26	13
Rev. Vallings	8	0	29	102	12.75
R. F. Lammert	9	3	31	75	12.50
F. D. Markham, S.L.I.	6	0	37	74	12.33
J. Pound, R.N.	3	1	21	23	11.50
W. C. Morcom, R.N.	4	1	22	34	11.33
Col. Clarke	6	0	38	58	9.67
H. Ogilvie	7	1	22	45	7.50
B. P. Sheldon	4	0	11	24	6
Percival, R.B.	3	0	9	17	5.67
Ross Thomson	3	0	10	16	5.33
Major Lyle, S.L.I.	3	1	8	19	4.25
C. Inchbald	3	0	8	21	3.50
J. G. Watson	7	1	6	10	3.33
F. A. Powlett, R.N.	3	0	4	7	2.33
P. G. Davies, R.A.	4	1	5	9	2.25
H. Reinhold, R.N.	3	1	1	2	1
S. Powell	4	0	2	3	.75
G. Paley, R.B.	4	1	2	2	.97
F. B. Deacon	4	1	2	2	

The following gentlemen batted in less than three innings:—

D. Wood	4
Pearson, R.N.	29 and 11
Donkin, R.N.	17 " 4
Capt. Halley, R.N.	32 " 20
J. A. Vaughan, R.N.	6 " 1*
K. W. Mounsey	0 " 0
J. Kennedy	1 " 0
G. G. Brady	2 " 9
Rising, R.N.	4 " 1
G. C. Woodcock	4 " 1
Surg-Major Westcott	0* " 11
J. M. Manuk	7 " 6*
W. C. Woodcock, H.K.R.	6 " 6*
J. S. Ezekiel	0 " 7*
W. G. Swetenham, R.N.	2 " 3
A. K. Travers	13 " 3
Capt. Thomas	4 " 4
P. Molesworth, R.E.	2 " 2
Major MacLaughlin, S.L.I.	0 " 0
Major Collette, S.L.I.	19 " 0
Manfield, S.L.I.	0 " 0
Lt.-Col. Robinson, S.L.I.	0* " 4
Dr. Ball	0 " 0
R. Alexander, R.B.	3 " 8
E. Bower, R.B.	12 " 1
W. H. S. Thring, R.N.	1 " 1
Smyth, R.N.	14 " 1
Leatham, R.N.	1 " 1
G. R. Blount, R.N.	8 " 2*
F. B. Noble, R.N.	2 " 21
Capt. Eccles, R.B.	0 " 8
G. D. Boden, R.B.	0 " 0
W. F. E. Lewin, R.A.	1 " 1
Gershom Stewart	5 " 5
W. Taylor	1 " 1
D. Landale	0 " 0
R. Fraser Smith	4* " 4*
M. C. Allenby, R.N.	49 " 8
H. A. Gillett, R.N.	8 " 0
G. P. Stoddart, R.N.	4 " 2
W. S. Frowd, R.N.	4 " 24
E. Thurlow, R.N.	0 " 0
Dr. E. Meagher	2 " 2
G. H. Sweeting, R.N.	1 " 1
S. C. Long, R.B.	2 " 0
Lord C. Conyngham, R.B.	1* " 0

BOWLING AVERAGES.
For Ten Innings and over.

Bowler's Name.	No. of Innings.	No. Balls.	Wides.	Total Balls.	Maidens.	Runs.	Wickets.	Average.
J. S. Watson	11	0	0	808	64	299	27	11.07
S. L. Darby	17	0	0	1157	67	573	45	12.76
Dr. J. A. Lowson	17	0	0	1262	86	593	46	12.89
H. M. C. Elliot, R.N.	11	0	0	688	34	268	2	13.40
C. M. Firth	14	0	0	1268	74	629	43	14.75
T. Sheldford, R.N.	11	0	0	491	27	24	15	16.13
T. S. Smith	10	0	0	258	12	148	9	16.33
E. Maat	10	0	0	339	14	208	10	20.30

For Three Innings and over.

Bowler's Name.	No. of Innings.	No. Balls.	Wides.	Total Balls.	Maidens.	Runs.	Wickets.	Average.
R. Alexander, R.B.	3	0	0	135	6	75	7	10.71
P. G. Davies, R.A.	3	0	0	60	2	22	2	11
E. W. Maitland	8	0	0	340	15	188	17	11.08
Rev. Vallings	8	0	0	712	38	368	25	14.64
G. L. Lysley, R.B.	4	0	0	415	20	189	12	15.75
F. D. Markham	5	0	1	173	2	150	8	18.88
F. Maitland	3	0	0	85	0	65	2	32.50
R. F. Lammert	5	0	0	180	8	83	2	41.50
J. Thresher, R.B.	2	0	0	44	2	34	0	—
E. C. Ellis	7	0	0	135	2	133	0	—

The following gentlemen bowled in less than three innings:—

Names.	Wickets.	Runs.
Col. Clarke	1 for	41
P. G. Anderson, H.K.R.	0	31
J. A. Strick, S.L.I.	2	75
J. Kennedy	0	21
A. S. Anton	1	22
T. Powell	1	19
Rising, R.N.	0	4
Reinhold, R.N.	1	61
F. B. Deacon	0	1
Pearson, R.N.	3	64
Surg-Major Westcott	1	35
Capt. Welman, S.L.I.	0	24
G. G. Brady	0	23
Lt.-Col. Robinson, S.L.I.	2	27
A. K. Travers	0	0
W. C. Morcom, R.N.	0	14
G. H. Sweeting, R.N.	0	7
A. P. Stoddart, R.N.	3	34
M. C. Allenby, R.N.	0	0
C. W. Knox, R.B.	2	27
H. A. Gillett, R.N.	0	11
Sir R. Arbuthnot, R.N.	0	35
G. R. Blount, R.N.	7	63
A. J. Leach	2	44
L. Sanderson, R.B.	1	34
A. D. Boden, R.B.	0	19
F. A. Powlett, R.N.	0	24
Capt. Eccles, R.B.	1	57
Danby	1	16

CHINESE LOANS.

The new Imperial Board at Peking has been charged with an examination into all the loans recently negotiated on the part of the provincial officers, as well as taking cognisance of all to be issued in the future. Under it the authority intended to be granted to Sir Robert Hart has been rescinded, and the new office will take charge so far of all Imperial revenues. Considerable delay took place in the organization of the Board in connection with the question of loans abroad, and the project was sincerely discussed of sending two Imperial Commissioners to Europe to enquire into the question of public loans and to make arrangements. This would doubtless have been profitable for the Commissioners, but was not likely to prove of any utility in China. It is likely that the loan will be negotiated on the spot, as the Government is understood to have received favourable proposals from more than one quarter.—*Mercury*.

THE RISING NEAR SWATOW.

A private letter from the city of Haiyang, thirty miles inland from Swatow, to a native hong at Shanghai confirms the news of the reported outbreak of the people at a place three days' journey from Swatow. The writer of the above letter declares that he himself saw that several thousand of the insurgents were very well armed with magazine rifles and sword bayonets. Furthermore, that good discipline was kept and everything seemed to show that the organisation was led by military officers who had studied foreign military tactics. It also appeared to the correspondent that there was a large number of returned emigrants from the United States, Australia, and Malaysian islands amongst the insurgents, and that the wealth and knowledge brought back by the former compelled the respect and obedience of natives in all important matters. The Hakka element of the insurrection is only one-fifth of the whole, the rest being composed of natives of the prefectures of Ch'aochowfu (Swatow), Lien-chow, and the sub-prefecture of Chiayingchow. It seems that there has been a short rice supply in the above-named prefectures and this caused large numbers of natives to flock to the insurgent banners. But the leaders of the movement are well-off and intelligent men, so it is feared that it will require all the force of the 'Two Kwangs to crush this insurrection.—*N. C. Daily News*.

CANTON NOTES.

[FROM THE "CHUNG NGOI SAN PO."]

In the fight between the two clans of Li and Yung in the village of Ho-Tong, in San-oi district, several soldiers and a corporal, who were sent by the Canton officers to stop the fight, were, as already reported, shot dead by the natives. A few days ago General Ching Shiu-chung sent 500 soldiers and several armed steam launches to the place as reinforcements. The fight has now stopped and the people of the two clans are quiet.

On the 25th May the Magistrate of the district of Nam-hoi sent some soldiers to capture the runaway General Wang Tsz-lum in a house in Yuen-cheong Street. The general escaped to Canton after the surrender of Port Arthur to the Japanese. Some time ago an Imperial decree was issued for his arrest. After he was arrested he was brought up for trial and he was asked why he did not go back to his native place. In reply he said he came here with the intention to pay his respects to a high officer in Canton and ask him for protection, but the officer had already retired from office, and he would leave Canton for his native village in a day or two. On the 29th May he was again brought to the military yamen for trial and was given a pen to write down his evidence. The Canton officers still accord him considerate treatment. When he was ordered for trial, he came in a chair and was followed by a servant. He is about 50 years of age and he will probably be sent to Peking for final trial.

Viceroy Tan Chung-lun finds that the fantan gambling houses multiply, which is a great nuisance to trade. He has made up his mind to withdraw the licence of these gambling houses and has drafted a notice which will be issued on or about the 1st June for closing them.

Heavy rain fell in the districts of Nam-hoi, Pun-n, Sam-sui, Fa-un, San-oi, and Hawk-shan.

between the 26th and 28th May. The water in the rivers of Sai-kiang and Pekiang is very high. Some streets in Canton are flooded at high tide, but the water disappears when the tide ebbs.

It is said that His Excellency Li Han-chang will come down to Hongkong to board one of the steamers belonging to the Canadian Pacific Railway Company for Shanghai. In these last few days many officers have gone to the Naval College at Whampoa to pay him their respects.

A few days ago a band of robbers broke into a rich family house in Sup-ye-po in Canton and tied up all the inmates except a maid-servant, who stole out and gave the alarm. The soldiers came forward and captured two robbers.

A revolt broke out in the district of Cheung Ngok a few days ago. The local magistrate went with soldiers to suppress the disturbance. At the same time another rising occurred in the district of Wing-on. A man named Chow was the head of the rebels. On the 26th ult. this man and several others were arrested. The local officers sent to Canton for assistance and on the 28th May several hundred soldiers were sent from the Tiger Pass to the place.

HONGKONG.

Heavy rains, a thunderstorm, and Mr. Francis's rejected ink-pot have formed a fruitful basis for talk during the week, and the sum result of all is that the water supply has been turned on full again, and Mr. Francis is waiting for "something to turn up," although perhaps he is not quite so sanguine as Mr. Micawber. On Tuesday judgment was given in the Appeal Court in the Hill v. Gomes share transaction case. Mr. Saville Smith applied for a receiving order as he was in pecuniary difficulties, but as he eventually paid the claim in respect of which he was being sued, he did not persist in his application. The Bank case, which is the Jarndyce v. Jarndyce of Hongkong, is again occupying the attention of the Court of Appeal. On Thursday part of the roof of the Old Victoria Hotel fell in and three Chinamen were killed, and on the following night a roof of a Queen's Road bakery collapsed, but in this case no one was injured. In both instances the irrepressible white ants were the cause of the trouble. The annual meeting of the Société des Charbonnages du Tonkin was held on Friday. The repeated drunkenness of the first engineer of the steamer *Riversdale* formed the subject of an enquiry at the Marine Court on Friday, and the engineer's certificate was suspended for six months.

The following communication, dated the 27th May, has been received by the Colonial Secretary from Mr. Byron Brennan, the Consul at Canton:—"I have the honour to inform you that in reply to my enquiry the Viceroy has stated to me that the torpedoes in the Canton river are now being removed. It is hoped that navigation will be clear in a few days."

Captain W. C. H. Hastings has taken charge of the Fire Brigade, in addition to his duties as Acting Captain Superintendent of Police; Mr. Badeley becomes Deputy Superintendent of Police and Assistant Superintendent of the Fire Brigade; and Mr. H. E. Wodehouse will, in future, act alone at the Magistracy. Captain Hastings has also been appointed Acting Harbour Master with a seat on the Legislative Council during the absence on leave of Captain Rumsey.

The Hon. Treasurer of the Alice Memorial and Nethersole Hospital's begs to acknowledge with thanks the following donations to the funds of the hospitals:—

On Tai Insurance Co., Limited.....	\$100
Fruit and Vegetable Guild.....	\$50
Lau Wai Chuen.....	50
Chow Dart Tong.....	25
Fung Wa Chün.....	25
Ho Tung.....	25
Chun Tong.....	25
Leong Yan Po.....	25
Tang Man Hing.....	25
Wei Lun Shek.....	25
Wing Kee and Co.....	25
Ip Chuck Kai.....	20
Lam Kam Ting.....	20
Yung Hin Pong.....	20
Ho Fook.....	10
Poon A Sing.....	10
Tong Lai Chuen.....	10
Tse Yat.....	10
Ho A Mei.....	10
Captain R. S. Boach.....	5

The appointment of Mr. G. C. C. Master to be Acting Crown Solicitor during the absence of Mr. A. B. Johnson is gazetted.

The junk which was taken by Chinese Customs authorities in the Lyemoo Pass some days ago has been returned to the owners.

Mr. E. Mackintosh and Mrs. Mackintosh left for home by the O. & O. steamer *Coptic* on Tuesday, the 28th ult. Many friends assembled to see them off. The *Coptic* flew the Taikoo flag as she left the port.

The servants who were charged with stealing Mr. Seth's gold watch and chain and a ring were again brought before Mr. Wodehouse on Saturday, and as it could not be proved that they had participated in the robbery they were discharged.

A fine of \$25 was imposed by Mr. H. E. Wodehouse at the Police Court on the 30th ult. on the master of the French mail steamer *Natal*, for unnecessarily blowing the vessel's whistle in the harbour on Tuesday morning. The defence was that the whistle was blown to attract the attention of the agent.

Before taking up her loading berth in the harbour on Monday morning the steamer *Irene* went for a trip to Lintin, after completion of the very extensive repairs she has lately undergone at the Kowloon establishment of the Hongkong and Whampoa Dock Co., Limited. The repairs, which have been completed well within the contract time, were pronounced satisfactory in the highest degree and reflect the greatest credit upon the Dock Company. The *Irene*, it will be remembered, was damaged by a fire that occurred on board at Yokohama.

At about a quarter to eleven on Friday night a part of the roof of Mr. Dorabjee Nowrojee's bakery in Queen's Road East fell in with a loud crash. There were five persons on the premises at the time. Fortunately all escaped without injury. The damage was caused by white ants. The ground floor of the house is occupied by the bakery and godown, and the upper floor as dwelling rooms. The portion of the roof that fell was about the centre of the building, and as it had been discovered a few days previously that the beams in that part had become ant-eaten the occupants had moved away from it into other rooms. The dangerous part had been temporarily shored up, but apparently not sufficiently.

We hear that fifteen hundred cases of rifle cartridges (1,000 rounds in each case, giving a total of 1,500,000 rounds) for the provincial Government arrived at Canton on Friday by the steamer *Ningpo*. The cartridges are a mixture of Winchester and Manser. This recalls the circumstance that one of the things which contributed greatly to the demoralisation of the Chinese troops in the recent war in the North was the fact that they had distributed to them promiscuously an assortment of cartridges regardless of the class of rifles they were armed with, which in most cases they did not suit and thus their rifles were more useless than so many clubs. This was the case, we believe, at Ping-yang.

MISCELLANEOUS.

The Shanghai Spring Regatta was held on the 25th May. The weather was unfavourable, rain falling the whole afternoon, and very few spectators were present.

At Shanghai, according to the *China Gazette*, the Chinese are now hawking pictures about the streets representing the late peace conference at Shimoneseki, in which the Chinese envoys are drawn in very heroic attitudes, sitting at the head of the conference table, while the Japanese are depicted as *kow-towing* to the delegates of the Son of Heaven and imploring them to grant peace.

The officers in charge of the collection of the recent war loan at Shanghai, we learn from the *N. C. Daily News*, have notified holders of scrip that the first period for the payment of the half-yearly interest on the said loan falls due on the 2nd of June. For the convenience of holders of scrip living at a distance from Shanghai payment of said interest will be made up to the 12th of the month. In the present instance, in accordance with the terms of the loan only interest will be paid; but at the expiration of the other half-yearly periods the government returns each time one-quarter of the principal and proportionate interest. The length of the loan is for two years and six months.

It is now stated that George Howie was acquitted of the charges made against him in the Kure Court on the 15th May. Nothing is definitely known as yet of the proceedings in what seems to have been a court martial; and the exact force of the judgment delivered is not quite clear. Whether the prisoner was entirely exonerated or only ordered to be liberated we do not know. But his deportation was determined upon and he was escorted to Nagasaki for the purpose. Howie was already in Shanghai by the 22nd. We (*Hoggo News*) have argued, and we still maintain, that Howie has been much maligned. The action now taken in regard to him fully bears out this contention; his long confinement bars the idea of any special act of grace being extended to him.

COMMERCIAL.

TEA.

CANTON, 4th June.—Macao Congous.—2,400 Boxes comprise the settlement of the past fortnight at Tls. 11½—19 per picul, showing no material change in value. Supplies are very small owing to a demand for native consumption. There is a moderate enquiry for Australia, but business with the Continent shows a marked decrease on that of last season. At this port, a few parcels of Hoyune have been taken at about last seasons prices, but the total settlements barely amount to 2,000 boxes. Scented Teas.—The market was opened on the 28th ultimo, and on the following day buying in moderate quantities became general; later however, on Teamen being more reasonable, there was more activity, and total settlements cannot be far short of 45,000 Boxes, against 30,000 Boxes in the opening week of last Season, and 15,000 in 1893. Shipments are being hurried forward, and probably the whole of the above mentioned purchases will go forward by steamer *Formosa*, which left Hongkong this morning, steamer *Rohilla* sailing on the 6th, and steamer *Shanghai* sailing on the 8th inst. The quality of the crop must be described as inferior to that of last year, both in liquor and appearance; this inferiority is more conspicuous in the Common and Medium grades, many of the better Teas having fine liquors, the scent generally being good. High prices have been paid, and opening rates must be quoted ½d. to 1½d. per lb. over those of last season. The demand has run principally on Fine Teas, for which the market closes steady, whilst in the lower grades purchases for immediate shipment might be made on easier terms. Stocks in native hands probably exceed 40,000 boxes consisting largely of the grades below fine. Scented Orange Pekoes.—A few trifling purchases of Long leaf are reported, up to Tls. 32 per picul. A considerable quantity of Ouchaines have been sold (included in the Caper settlements), but they are not so plentiful as last year.

EXPORT OF TEA FROM CHINA TO GREAT BRITAIN.

	1895-96	1894-95
	lbs.	lbs.
Canton and Macao.....	314,946	273,281

EXPORT OF TEA FROM CHINA TO UNITED STATES AND CANADA.

	1895-96	1894-95
	lbs.	lbs.
Amoy.....	405,29	584 67

EXPORT OF TEA FROM CHINA TO ODESSA.

	1895-96	1894-95
	lbs.	lbs.
Hankow and Shanghai ...	3,932,761	nil.

EXPORT OF TEA FROM JAPAN TO UNITED STATES AND CANADA.

	1895-96	1894-95
	lbs.	lbs.
Yokohama	1,001,127	298,987
Kobe	156,540	163,047
	1,157,667	462,034

SILK.

CANTON, 4th June.—The market has ruled considerably quieter during the past fortnight. The demand for Lyons has fallen slack, while rates on this side remain influenced by the reported shortness of the second crop. Musters of this production are not yet to hand. Tsatlees and Re-reels.—Rates are quoted very firm. No further settlements are reported. Filatures.—About 400 bales have been taken for Lyons, mostly from old stock, and in some cases higher prices have been paid. We quote: \$630 for Kwong Lun Fung 10/11 and \$625 for Yik Kee 9/11. Dealers are a trifle easier at the close, and Kwong Ho 11/13 has

sold at \$595. [Kum King Lun 10/11 at \$590. First crop filatures have sold to a small extent in coarse sizes at \$560 for Yu Wo Cheong 18/22, and \$540 for King Wo Cheong and Yee Wo Cheong 18/22. A fair business has been done in first crop Shortreels for America at \$565/570 for Best 2nd class 14/16, Chung Sun Hang etc., and \$520/510/500 for 3rd class 14/16, 14/18, 16/20. Waste—Continues quiet with a small demand and all classes have weakened since our last. Stocks:—Tsatiee 200 bales. Cumchuck nil bales. Filature 800 bales. We append quotations in Canton, with laying down cost in London and Lyons. Exchange, 6 months' sight, 2/2½ and Fcs. 2.79 per Dollar.

Tsatiee	No. 1	\$485	= 8/10½
	No. 2	\$470	= 8/7½
	No. 3	\$455	= 8/4
	No. 4	\$435	= 7/11½
	No. 4½	\$420	= 7/8
	No. 5	\$410	= 7/6

Filature 1st class	11/13	\$630
1st	13/15	\$620
2nd	10/12	\$600 to \$620
2nd	13/15	\$580 to \$610
3rd	10/12	\$580 to \$600
3rd	13/15	\$525 to \$540

Re-reel Lacklow	No. 1	\$535
	No. 2	\$520
	No. 3	\$503
	No. 4	\$490

Mahang	No. 1	\$510
Punjum Books	No. 3 & 4	\$88
Punjum Waste		\$78
Steam Waste Extra		\$85
	No. 1	\$65
Gum Waste	No. 1	\$72
	No. 2	\$62
Re-reel Waste		\$94
Brown Knubs		\$30
Pierced Cocoons		\$55

Settlements for the fortnight:—

	1894-95.	1893-94.
For Europe	500 bales.	100 bales.
For America	180 "	500 "
For Bombay	100 "	120 "
	[& 50 piculs	[& 75 piculs.

SHANGHAI, 30th May.—(From Messrs. Cromie and Burkitt's circular).—London advices dated 28th current report the market quiet, without alteration of prices. Raw Silk.—The transactions mentioned in the addenda to our last week's circular were not followed by other purchases, and the prices being considered Tls. 7½ to 10 too high, and offers made on this basis, holders so far have not accepted. New Crop.—The most reliable Chinese report that the present crop will probably be 15 per cent. over last year's, the cocoons being plentiful, and of good yield. We therefore, at present, are of the opinion that the total crop of White and Yellow Silk will be about 75,000 bales. New Silks are expected to be on show during next week. Tsatiees.—No transaction. Taysaams.—Some small contracts have been made for Green Kahings and Skeins at quotations as below. Yellow Silks.—The new crop as far as we are informed at present will be a larger one than last year, and the Chinese state that the quality will show an improvement upon last year's silk. Arrivals, as per Customs Returns from the 23rd to the 29th May, are 37 bales of White, 84 bales of Yellow, and 313 bales of Wild Silk. Re-reels and Filatures.—Large forward contracts to the extent of 500 to 600 bales have been made for the American market on the basis of quotations given below. A parcel of Re-reels Worm and Leaf and Pagoda of last season has also changed hands. Wild Silk.—With the exceptions of a few bales of Szechuen Tussah Raw at Tls. 110, we hear of no business. Waste Silk.—About 400 piculs of Tussah Waste 1 and 2 were settled at Tls. 25 and Tls. 21 respectively, exhausting our present stock completely. For other qualities the market has closed for the season. Pongees.—Business is quiet. 1,000 pieces Shantung were settled at the following rates:—25/26 in. by 14/14½ yards by 23 oz. at Tls. 2.85. 19/19½ in. by 19/19½ yards by 21/22 oz. at Tls. 2.45.

Purchases include:—Tsatiees.—Green Kahing M at Tls. 305. Skeins Leeyang.—Double Man 3 at Tls. 260. Yellow Silk.—Meeyang at Tls. 220, Fooyung at Tls. 190. Filature China.—Moy-hen-yu Croise Extra 1 at Tls. 500, do. Fly Horse not Croise Extra 1 at Tls. 470, Gold Pheasant Hanning No. 3 at Tls. 437½. Re-reels.—Market Chop (old cargo) at Tls. 340 and Tls. 360. Wild Silk.—Szechuen Tussah Raw at Tls. 110.

EXPORT OF SILK FROM CHINA AND JAPAN TO EUROPE.

	1894-95.	1893-94.
	bales.	bales.
Canton	16,614	18,623
Shanghai	50,769	58,100
Yokohama	20,679	22,934
Total to date	88,062	99,657

EXPORT OF SILK FROM CHINA AND JAPAN TO AMERICA.

	1894-95.	1893-94.
	bales.	bales.
Canton	8,988	4,507
Shanghai	9,925	5,422
Yokohama	27,430	17,536
	46,343	27,465

CAMPHOR.

HONGKONG, 5th June.—The advance still continues, no supplies having come forward. Quotations for Formosa are \$80.00 to \$80.50. During the past week sales have been 70 piculs. Quotations for Japanese camphor nil.

SUGAR.

HONGKONG, 5th June.—Large sales have somewhat cleared the market and prices have advanced a little. Following are the quotations:—

Shekloong, No. 1, White	\$7.26 to 7.30 per picul.
do. " 2, White	6.65 to 6.80 "
Shekloong, No. 1, Brown	4.75 to 4.78 "
do. " 2, Brown	4.62 to 4.65 "
Swatow, No. 1, White	7.17 to 7.20 "
do. " 2, White	6.72 to 6.75 "
do. " 1, Brown	4.47 to 4.55 "
Swatow, No. 2, Brown	4.33 to 4.35 "
Fookchow Sugar Candy	10.20 to 10.40 "
Shekloong	9.00 to 9.05 "

MISCELLANEOUS EXPORTS.

The British ship *Queen Margaret*, Hongkong to San Francisco, 28th May, took:—11,220 bags Sugar, 17,702 packages Merchandise, 7,800 bags Rice, 6,826 bags Linseed, 1,068 bags Pearl Tapioca, 665 bags, Pepper, 418 bales Cassia, 288 packages Fire Crackers, 200 packages Tea, 206 bales Gunnies, 100 bales Kapok, 100 barrels Molasses, 60 casks Wood Oil, 42 packages Rattan Chairs, 27 bags Cloves, and 83 bales Gambier.

The German steamer *Karlsruhe*, Hongkong to Lisbon, 28th May, took:—5 cases China Lacquered Ware; for Alexandria:—2 cases Glass Bangles; for Colombo:—20 bags Rice, 7 cases Merchandise, and 38 packages Sundries; for Genoa:—250 boxes Cassia, 35 cases Essential Oil, and 12 cases Merchandise; for Trieste:—10 chests Tea; for Rotterdam:—5 cases Essential Oil; for Amsterdam:—56 cases Chinaware; for Beyrouth:—19 cases Glassware; for New York:—16 cases Essential Oil; for Antwerp:—202 bales Bambooware, 32 rolls Matting, 8 cases Blackwoodware, 50 cases Bristles, 8 cases Merchandise, and 52 bales Rattancore; for Bremen:—29 chests Tea, 108 rolls Matting, and 20 cases Merchandise; for Hamburg:—100 boxes Gallnuts, 10 boxes Essential Oil, 957 packages Fire Crackers, 194 packages Merchandise, 20 cases Bristles, 68 chests Tea, and 126 bales Leathers.

The steamer *Natal*, Hongkong to Continent, 29th May, took:—301 bales Raw Silk, 134 bales Pierced Cocoons, 24 bales Hair, 11 cases Silk Piece Goods, 10 cases Bamboo Fans, 10 cases Featherers, and 200 cases Cassia; for London:—50 bales Waste Silk.

The steamer *Hector*, Hongkong to London, 31st May, took:—3,056 boxes Tea (53,166 lbs. Congou), 8 cases Silk Piece Goods, 100 Rolls Mats, 245 bales Waste Silk, 2 cases Silks, 8 cases Ginger, 48 cases Curios, 301 casks Ginger, 65 bales Canes, 20 cases Vermilion, 22 cases Woodware, 6 cases Cigars, 75 casks Soy, 50 bales Galangal, 30 cases Bristles, 50 cases Gallnuts, 20 cases Bristles, and 20 ½-chests Tea; for Glasgow:—20 casks Preserves, 25 cases Merchandise; for Transhipment:—250 packages Tea.

OPIUM.

HONGKONG, 5th June.—Bengal.—There has been a small advance in rates during the interval. Patna has advanced to \$775 for New and \$825 for Old and Benares to \$775 for New and \$790 for Old.

Malwa.—Prices have given way during the past week owing to the absence of demand. The following are the current figures:—

New	\$690 with allowance of 2 to 2½
Old (2 to 3 yrs.)	\$720
" (4 to 5 yrs.)	\$730
" (6 to 7 yrs.)	\$740

Persian.—No change has taken place in the market for Persian Opium and quotations continue at \$720 to \$750 for Oily and at \$760 to \$810 for Paper-wrapped drug, according to quality.

To-day's stocks are estimated as under:—

New Patna	1,440 chests.
Old Patna	180 "
New Benares	370 "
Old Benares	440 "
Malwa	780 "
Persian	1,140 "

COURSE OF THE HONGKONG OPIUM MARKET.

DATE.	PATNA.		BENARES.		MALWA.	
	New.	Old.	New.	Old.	New.	Old.
1895.						
May 29	\$757½	\$825	\$755	\$790	\$690	\$720/740
May 30	\$757½	\$825	\$752½	\$790	\$690	\$720/740
May 31	\$757½	\$825	\$752½	\$790	\$690	\$720/740
June 1	\$780	\$825	\$755	\$790	\$690	\$720/740
June 2	\$780	\$825	\$755	\$790	\$690	\$720/740
June 3	\$757½	\$825	\$750	\$790	\$690	\$720/740
June 4	\$767½	\$825	\$770	\$790	\$690	\$720/740
June 5	\$775	\$825	\$775	\$790	\$690	\$720/740

COTTON.

HONGKONG, 4th June.—Market is steady with a fair demand but holders for all descriptions are firm and ask about a dollar per picul higher owing to closing of the season both in Shanghai and India with smaller stocks than last year. Stocks: 485 bales Bengal; 157 bales Dacca, and about 200 bales of Chinese Cotton.

Bombay	\$12.00 to 15.00 p. picul.
Kurrachee	12.00 to 15.00 "
Bengal, Rangoon, and Dacca	12.00 to 15.00 "
Shanghai and Japanese	17.00 to 18.00 "
Tungchow and Ningpo	17.00 to 18.00 "
Madras	16.00 to 17.00 "
Sales: 224 bales Bengal, Rangoon, and Dacca, 100 bales Shanghai and Japanese, Tungchow and Ningpo.	

RICE.

HONGKONG, 5th June.—The market remains almost as last reported. Closing quotations are:—

Saigon, Ordinary	\$2.15 to 2.17
" Round, good quality	2.44 to 2.46
" Long	2.45 to 2.47
Siam, Field, mill cleaned No. 2	2.17 to 2.19
" Garden, " No. 1	2.45 to 2.47
Siam White	2.94 to 2.96
" Fine Cargo	3.12 to 3.14

MISCELLANEOUS IMPORTS.

HONGKONG, 5th June.—Amongst the sales reported are the following:—

YARNS AND PIECE GOODS:—*Bombay Yarn*.—485 bales No. 10 at \$65 to \$77, 460 bales No. 16 at \$69 to \$74, 115 bales No. 16 at \$73 to \$78, 815 bales No. 16 at \$79 to \$84.50. *Grey Shirtings*.—3,200 pieces 7 lbs. Red Lion at \$1.70 to \$1.72, 3,150 pieces 7 lbs. Large Eagle at \$1.73, 500 pieces 10 lbs. Blue 7 Boys at \$3.15, 250 pieces Red Lion and Flag at \$3, 250 pieces 10 lbs. 6 Handsome Girls at \$3.20, 300 pieces 8½ lbs. Red 5 Men at \$2.50, 250 pieces 10 lbs. Stag Chop at \$3.51, 600 pieces 8½ lbs. Blue Men at \$2.27, 600 pieces 8½ lbs. Red Hunter at \$2.15, 1,000 pieces 10 lbs. Flower Vase at \$3.62, 1,800 pieces 8½ lbs. Blue Fish at \$2.30, 900 pieces Blue Joss at \$2.50, 6,000 pieces 5 lbs. Maggie at \$1.50, 600 pieces 8½ lbs. Tiger and Flag at \$1.80, 600 pieces Snake and Elephant at \$2.65, 900 pieces Palace at \$3.05. *White Shirtings*.—250 pieces Gold Goose at \$2.90, 450 pieces Gold Tiger at \$5.60, 150 pieces Gold Lion at \$5.30, 2,000 pieces No. 3 at \$3.12, 750 pieces Blue Dragon at \$4.15, 930 pieces Blue Lion at \$5.30, 750 pieces No. 66,000 at \$5.25, 1,250 pieces S. Q. at \$4, 1,000 pieces No. 600 at \$4, 1,500 pieces 1 Chop at \$2.90, 500 pieces Gold Dragon at \$5, 1,000 pieces Black Peach at \$1.97, to \$2, 500 pieces S. S. at \$4.25. *T-Cloth*.—5,500 pieces Mex. 4 Stags at \$2.07, 1,500 pieces Red Pagoda at \$1.30, 300 pieces 7 lbs. Mex. Black Peach at \$1.95, 1,440 pieces 8 lbs. Mex. Sil. Joss at \$2.12, 750 pieces Mex. Blue Dragon at \$2.15, 1,125 pieces 7 lbs. Mex. Blue Lion No. 1 at \$1.79, 750 pieces No. 2 at \$1.76, 600 pieces Red Joss at \$2.10, 750 pieces 7 lbs. Gold Dragon at \$2.15, 870 pieces Blue Dragon B. B. at \$2.10, 500 pieces 6 lbs. Bombay at \$1.62. *Turkey Reds*.—250 pieces 5 lbs. Cock Chop at \$3.15, 100 pieces 5½ lbs. Cock Chop at \$3.35, 700 pieces 1½ lbs. Cock Chop at \$1.30, 1,000 pieces 1½ lbs. Mandarin at \$1.30, 350 pieces 1½ lbs. Mandarin at \$3.35, 350 pieces 2 lbs. Mandarin at \$1.40. *Black Velvets*.—600 pieces 22 in. Purple Dragon at \$0.22. *Long Elys*.—250 pieces 8 lbs. Scarlet at \$6.60, 250 pieces 9 lbs. Scarlet at \$6.90. *Camlets*.—50 pieces 9 Old Men Indigo at \$16.90, 150 pieces 9 Old Men Assorted at \$16.70, 50 pieces Dark Blue at \$16.85. *Victoria Lanas*.—10,000 pieces Peacock at \$67½.

METALS.—*Lead*.—3,860 Australia at \$6. *Tin*.—100 slabs Malacca at \$36.50.

SHANGHAI, 30th May.—(From Mr. G. W. Noel's report).—With the settling day coming right in the midst of the week it was not to be expected that there would be a very extensive business to report this time, nor is there so far as spot cargo goes, but a fair enquiry still continues for certain goods to arrive, and although home prices have in many cases advanced considerably more in propor-

tion than the rise that has taken place in exchange, yet buyers and sellers have managed to connect. There is certainly a better promise of a speedy revival in the trade in the North, and so soon as the Japanese vacate that neighbourhood, which they are doing rapidly now, all their attention being required in Formosa, the natives will return to their old vocations, and release some of the money that is supposed to have been locked up or hidden away. When Newchwang settles down again there should be a good general enquiry from Importers, as the native merchants resold here a good part of what they had bought for that market when they found the Port was likely to be assailed.

Metals.—(From Mr. Alex. Bielfeld's report).—31st May.—The week has not been an eventful one either politically or for business circles in the East. There is still difficulty in getting cargo shipped to the North if it is of a heavy description. The sudden revival that many thought would follow on the signing of the Treaty has not taken place, and this market is by no means lively yet. Lead, Tinplates, and a good many other lines wanted urgently as long as the war lasted, are now at a discount. While generally speaking the tone all round is still sluggish, there is a fair and welcome improvement in the Metal market, more especially in Scrap lines. Slow and sure recovery is, I think, taking place and the future is more confidently looked forward to than for many months past. Sundries are very much neglected. Current local offerings for Sohlers' Nailrods "spot" are Tls. 2.22½. Lead.—A better feeling is exhibited and some 100/125 tons have been settled at Tls. 4.85 to Tls. 4.90 for Australian and Tls. 5.10 for L.B. Lead.

JOINT STOCK SHARES.

HONGKONG, 5th June.—The market has continued to rule inactive and we have no special feature to note. Rates have been well maintained and in many cases show an advance on those last quoted. Market closes steady.

BANKS.—Hongkong and Shanghai have continued dull, but rates have ruled steady at 181 and 180 per cent. prem. A few shares changed hands at those rates and a sale is reported at 190 for August. Nationals show a further decline with sellers at \$29.

MARINE INSURANCES.—Unions have continued in favour and after sales at \$161 and \$162 rose to \$163. Cantons have further improved to \$162½ with sales at that and at \$161 and \$162. Other Marines have ruled neglected.

FIRE INSURANCES.—Hongkong's failing to find buyers at \$200 have found sellers at \$198 at which rate some shares changed hands. Chinas have ruled easier with sales at \$86.

SHIPPING.—A fair number of Hongkong, Canton, and Macao have changed hands at \$33, but at time of writing market is weak with sellers at that rate. Douglas's have receded half a point and Indo-Chinas one point. A fair number of the latter changed hands during the week at \$54, and a small sale was effected at \$55. Chinas and Manilas are enquired for at \$52½ without finding sellers.

REFINERIES.—China Sugars have ruled firmer and sales are reported at \$103, \$105, and \$106, market closing firm at latter rate. No business in Luzons to report.

MINING.—Punjoms have continued weak and out of favour. After small sales at \$6½, rate fell to \$6½ with sales, and more shares could probably be obtained at the lower rate. New Balmorals have changed hands and are in demand at \$5.25. Raubs and Jelebus have ruled neglected, and we have no business to report. Charbonnages boomed to \$110, with sales at that, and earlier in the week at \$70, \$80, \$85, \$100, and \$105. At a meeting of shareholders of the Company it was decided to transfer the Head Office to Paris, and to increase the capital by 2,000,000 francs for the purpose of nominally paying off two large creditors of the Company. We say "nominally" because although the two creditors before mentioned receive the whole of the new issue of shares represented by the 2,000,000 fcs. new capital they have to return nine-tenths of it to a syndicate which has undertaken to finance the Company to the extent of 2,000,000 francs in order to pay off some of the more pressing debts and to provide working capital.

MISCELLANEOUS.—Lands have ruled firm, and a sale is reported at \$60; at time of writing shares can be obtained at \$59½. Docks have continued steady, and small investing sales have been made at 100 per cent. prem.; it is unlikely that shares could be obtained under this rate. A. S. Watsons have been in demand, and

a fair number of shares have changed hands at \$9½. Ropes have improved to \$122, with sales and buyers. Kowloon Wharfs after further sales at \$40 have been negotiated at \$40½, market closing firm with buyers at that rate. A further small rise in the stock may be fairly expected.

Closing quotations are:—

COMPANY.	PAID UP.	QUOTATIONS.
Banks—		
Hongkong & S'hai.	\$125	180 p. ct. pm., sales
China, Japan, &c...	\$25.0	nom. [sellers]
Do., Founders.....	\$1	nom.
Nat. Bank of Ch.		
B. Shares.....	\$8	\$29, sellers
Foun. Shares.....	\$1	n m.
Bell's Asbestos E.A. {	\$1	nom.
	15s.	\$10, sales
Brown & Co., H. G...	\$50	\$4½, sellers
Campbell, Moore & Co.	\$10	\$2
China Borneo.....	\$55	nom.
China Sugar.....	\$100	\$106, buyers
Chinese Loan '86 E., Tls. 250		11 p. ct. pm.
Dakin, Cruick & Co.	\$3	\$1
Dairy Farm Co.	\$10	\$8, sellers
Fenwick & Co., Geo.	\$25	\$16½
Green Island Cement	\$50	\$9½, buyers
H. Brick & Cement.	\$12.50	\$8, sale & buyers
H. & C. Bakery.....	\$50	\$36
Hongkong & C. Gas.	\$10	\$125, buyers
Hongkong Electric...	\$8	\$5½, sales
H. H. L. Tramways.	\$100	\$71, sellers
Hongkong Ice.....	\$25	\$78, sales & buyers
H. & K. Wharf & G.	\$50	\$40½, sales & sellers
Hongkong Rope.....	\$50	\$122, sales & buyers
H. & W. Dock.....	\$125	99 p. ct. pm.
Hotels—		
Hongkong Hotel...	\$50	\$9, sales & sellers
Shameen.....	\$20	\$4
Insurances—		
Canton.....	\$50	\$162½, sales
China Fire.....	\$20	\$86, sellers
China Traders'	\$25	\$60½, sellers
Hongkong Fire ...	\$50	\$200, seller
North-China.....	\$25	Tls. 195, sellers
Straits Marine.....	\$20	\$18, sales
Union.....	\$25	\$163, sellers
Yangtze.....	\$60	\$94, buyers
Land & Building—		
H. Land Investm't	\$50	\$59½, sellers
Kowloon Land & B.	\$30	\$11, sale & buyers
Humphreys Estate	\$10	9, sellers
West Point Buildg.	\$40	\$18½, buyers
Luzon Sugar.....	\$100	\$45
Mining—		
New Balmoral.....	\$3	\$5.25, sales & buyers
Charbonnages.....	\$131.58	\$110, buyers
Jelebu.....	\$5	\$3½, buyers
Punjom.....	\$3½	\$6.25
Do. (Preference)	\$1	\$1.8
Raubs.....	13s. 10d	\$4.30, sales
Steamship Coys.—		
China & Manila ...	\$50	\$52½, buyers
Douglas S. S. Co...	\$50	\$51½, sales & sellers
H., Canton, & M...	\$20	\$83, sellers
Indo-China S. N...	\$10	\$5½, sellers
W'chai Warehouse Co.	\$37½	\$37½, buyers
Watson & Co., A. S...	\$10	\$9.50 sales & buyers

CHATER & VERNON, Share Brokers.

SHANGHAI, 31st May.—(From Messrs. J. P. Bisset & Co.'s report).—Banks.—Hongkong and Shanghai Banking Corporation.—Shares have been sold at 176 and 177 per cent. premium. The London rate is £44½. Our latest quotation from Hongkong is sellers at 182 per cent. premium. National Bank shares were offering in Hongkong at \$31. Shipping.—Business under this head has been confined to Indo-China S. N. shares, which have been placed, chiefly from Hongkong, at Tls. 39 to Tls. 40 for cash, Tls. 42 for 30th June, and Tls. 41 and Tls. 42 for 31st July. Docks.—Shares in S. C. Farnham & Co. have been placed, and are offering, at Tls. 140. Hongkong and Whampoa Dock shares have been purchased from Hongkong at 100 per cent. premium. Marine Insurance.—China Traders shares have changed hands at \$66½, Unions at \$160, Yangtszes at \$90, and Straits at \$18. North-Chinas are offering at Tls. 195, Yangtszes are wanted at \$90, and Cantons at \$157. Fire Insurance.—Hongkong's are offering. A sale of Chinas is reported at \$85. Wharves.—Birt's Wharf Co. paid the usual half yearly dividend of 3½ per cent on the 29th. Hongkong and Kowloons shares were placed from Hongkong at \$40. Miscellaneous.—Business has been done in—Shanghai Gas shares at Tls. 215, Shanghai Waterworks shares at Tls. 175, Hall & Holtz shares at \$20, Shanghai Land Investment shares at Tls. 37 and Tls. 57, Hongkong Land Investment shares, from Hongkong, at \$59 and \$59½, Shanghai Horse Bazaar shares at Tls. 48, Major Brothers shares at Tls. 20, Shanghai Sumatra Tobacco shares at Tls. 535 cash and Tls. 560 for 31st August, Shanghai

Langkat Tobacco shares at Tls. 110, Shanghai Ice shares at Tls. 117½, and Bell's Asbestos shares at \$10. China Sugar Refining shares are offering at \$105, while Luzons are wanted at \$45. Hongkong Electric shares have advanced to \$5, as a dividend of \$0.50 per share is expected. Loans.—Shanghai Waterworks Debentures were sold at Tls. 102, Shanghai Land 6 per cent. Debentures at par, and 5½ per cent. at Tls. 93 plus the interest which has accrued since 1st April, and Shanghai-Langkai Debentures at par.

WEDNESDAY, 5th June.

CLOSING QUOTATIONS. EXCHANGE.

ON LONDON. —	
Telegraphic Transfer	2 1/4
Bank Bills, on demand.....	2 1/4
Bank Bills, at 30 day's sight	—
Bank Bills, at 4 months' sight	2 1/2
Credits, at 4 months' sight.....	2 1/2
Documentary Bills, 4 months' sight	2 1/2
ON PARIS. —	
Bank Bills, on demand.....	2.70
Credits, at 4 months' sight	2.76
ON GERMANY. —	
On Demand	2.18
ON NEW YORK. —	
Banks Bills, on demand.....	52½
Credits, 60 day's sight.....	53½
ON BOMBAY. —	
Telegraphic Transfer	193
Bank, on demand	193½
ON CALCUTTA. —	
Telegraphic Transfer	193
Bank, on demand	193½
ON SHANGHAI. —	
Banks, at sight	71½
Private, 30 day's sight	72½
ON YOKOHAMA. —	
On demand	par.
ON MANILA. —	
On demand	4½ % pm.
ON SINGAPORE. —	
On demand	4 % pm.
SOVEREIGNS, Bank's Buying Rate.....	\$9.14
GO D LEAF, 100 fine, per tael	47.75

TONNAGE.

HONGKONG, 5th June.—There have been comparatively few settlements since last report and rates show no improvement on previous fixtures.

From Saigon to this medium-sized tonnage is wanted at 14 cents per picul and large carriers are offered 13 cents.

From Bangkok to Hongkong there is no enquiry and rates are nominally 12 and 17 cents per picul, loading outside and inside the bar respectively.

Japan coal freights are quiet at \$1.80 to Hongkong and \$3 to Singapore.

A small sailer has been taken up to load in October for Valparaiso at about 32s. 6d. per ton of 40 cubic feet; for New York, October loading, tonnage is in demand at 20s. per ton.

There are two vessels disengaged in port registering 4,392 tons.

The following are the settlements:—

Gartha—Norwegian barque, 544 tons, Rajang to Hongkong, \$4,600 in full; Hongkong to Valparaiso, £1,325 in full.

Helene Rickmers—German steamer, 2,008 tons, Hongkong to Kobe and Yokohama, \$5,000 in full.

Taicheong—German steamer, 932 tons, Amoy to Singapore and Penang, \$3,500 in full.

Continental—Dutch steamer, 785 tons, Iloilo to Hongkong, 25 cents per picul.

Benvenue—British steamer, 1,468 tons, Saigon to Hongkong, 14 cents per picul.

Amigo—German steamer, 822 tons, Saigon to Hongkong, 15 cents per picul.

Pakshan—British steamer, 835 tons, Saigon to Hongkong, 14½ cents per picul.

Deuteros—German steamer, 1,252 tons, Saigon to Hongkong, 14½ cents per picul.

Framnes—Norwegian steamer, 1,147 tons, Saigon to Hongkong, 14 cents per picul.

Tellus—Norwegian steamer, 1,948 tons, Moji to Hongkong, \$1.90 per ton.

Nanyang—British steamer, 1,060 tons, Moji to Swatow, \$2.50 per ton.

Norden—Danish steamer, 833 tons, monthly, 6/6 months, \$5,000 per month.

Dagla—Dutch steamer, 1,302 tons, monthly, 9 months, \$6,000 per month.

Daphne—German steamer, 1,365 tons, monthly, 3/3 months, \$7,000 per month.

VESSELS ON THE BERTH.

For LONDON.—*Achilles* (str.), *Java* (str.), *Shanghai* (str.).

For BREMEN.—*Prinz Heinrich* (str.).

For HAMBURG.—*Turbo* (str.), *Aglaia* (str.).

For MARSEILLES.—*Melbourne* (str.).

For VICTORIA, B.C.—*Victoria* (str.), *Aslow* (str.).

For SAN FRANCISCO.—*Gaelic* (str.), *Lyndhurst* (str.), *City of Rio Janeiro* (str.), *Glenesslin*.

For VANCOUVER.—*Empress of China* (str.).

For NEW YORK.—*Santa Clara*, *Adolph*, *George F. Manson*.

SHIPPING

ARRIVALS AND DEPARTURES SINCE LAST MAIL.

HONGKONG.

May—

ARRIVALS.

- 28, Lawang, German str., from Hamburg.
- 28, Marie, German cr., from Shanghai.
- 29, Rio, German str., from Saigon.
- 29, Siam, British str., from Saigon.
- 29, Taichow, British str., from Bangkok.
- 30, Taille, German str., from Saigon.
- 30, Canton, British str., from Canton.
- 30, Strathavon, British str., from Saigon.
- 30, Choysang, British str., from Canton.
- 30, Namoa, British str., from Coast Ports.
- 30, Palinurus, British str., from Liverpool.
- 30, Deuterios, German str., from Bangkok.
- 30, Hector, British str., from Amoy.
- 30, Fushun, British str., from Canton.
- 31, Pekin, British str., from Bombay.
- 31, Java, British str., from London.
- 31, Kriemhild, German str., from Kobe.
- 31, Teyi, German str., from Tientsin.
- 31, Siam, German ship, from New York.

June—

- 1, Normandie, Norw. str., from Bangkok.
- 1, Cheangchew, British str., from Singapore.
- 1, City of Rio de Janeiro, Amr. str., from S. Francisco.

- 1, Macduff, British str., from Shanghai.
- 1, Hanoi, French str., from Haiphong.
- 1, Wolf, German g-bt., from Tamsui.
- 2, Activ, Danish str., from Pakhoi.
- 2, Bonvenue, British str., from Canton.
- 2, Braunfels, German str., from Saigon.
- 2, Fidelio, German str., from Saigon.
- 2, Formosa, British str., from Shanghai.
- 2, Murex, British str., from Batoum.
- 3, Ancona, British str., from Yokohama.
- 3, Donar, German str., from Bangkok.
- 3, Frammes, Norw. str., from Bangkok.
- 3, Moldava, British str., from Bangkok.
- 3, Rubens, British str., from Chinkiang.
- 3, Strathesk, British str., from Yokohama.
- 3, Wm. Le Lacheur, Brit. bk., from S'pore.
- 3, Ghazee, British str., from Moji.
- 3, Nestor, British str., from Liverpool.
- 3, Prinz Heinrich, German str., from Bremen.
- 3, Kong Beng, British str., from Swatow.
- 3, Phra C. C. Klao, Brit. str., from Bangkok.
- 4, Empr. of China, Brit. str., from Bangkok.
- 4, Daphne, German str., from Whampoa.
- 4, Rohilla, British str., from Shanghai.
- 4, Canton, British str., from Canton.
- 4, Haitan, British str., from Coast Ports.
- 4, Amigo, German str., from Saigon.
- 4, Tasmania, British 4-m. bk., from N. York.
- 5, Chunshan, British str., from Saigon.
- 5, Ask, Danish str., from Haiphong.
- 5, Frejr, Danish str., from Pakhoi.
- 5, Jordan, British str., from Chinkiang.
- 5, Lightning, British str., from Calcutta.
- 5, Aurora, British bark, from Bangkok.
- 5, Devawongse, British str., from Bangkok.

May—

DEPARTURES.

- 29, Ask, Danish str., for Haiphong.
- 29, Frejr, Danish str., for Hoihow.
- 29, Natal, French str., for Europe.
- 29, Tellus, Norw. str., for Moji.
- 29, Velocity, British bark, for Honolulu.
- 29, Chiyuen, British str., for Swatow.
- 29, Continental, Dutch str., for Iloilo.
- 29, Kwongmo, British str., for Amoy.
- 22, Nanchang, British str., for Shanghai.
- 29, Phra Nang, British str., for Bangkok.
- 29, Sungkiang, British str., for Manila.
- 29, Taicheong, German str., for Amoy.
- 30, Sikh, British str., for Kobe.
- 30, Canton, British str., for Canton.
- 30, Choysang, British str., for Shanghai.
- 30, Ethiope, British str., for K'notzu.
- 30, Hongkong, French str., for Hoihow.
- 30, Nanchang, British str., for Tientsin.
- 30, Ormiston, British str., for Singapore.
- 31, China, German str., for Saigon.
- 31, Fushun, British str., for Shanghai.
- 31, Hector, British str., for London.
- 31, Kong Beng, British str., for Swatow.
- 31, Pallas, British str., for Kutchinotzu.
- 31, Sabine Kuckmers, Ger. str., for Haiphong.
- 31, Stanfield, British bark, for Sandakan.

June—

- 1, Palinurus, British str., for Amoy.
- 1, Bisagno, Italian str., for Bombay.
- 1, Chelydra, British str., for Calcutta.
- 1, Glensack, British str., for Shanghai.

- 1, Lawang, German str., for Yokohama.
- 2, Annandale, British str., for Moji.
- 2, Benmohr, British str., for Yokohama.
- 2, Namoa, British str., for Swatow.
- 2, Pekin, British str., for Shanghai.
- 2, Phra Chom Klao, Brit. str., for Bangkok.
- 2, Teyi, German str., for Canton.
- 2, Yuensang, British str., for Manila.
- 3, Benvenue, British str., for Saigon.
- 3, Cheangchew, British str., for Amoy.
- 3, Formosa, British str., for London.
- 3, Hanoi, French str., for Haiphong.
- 3, Macduff, British str., for New York.
- 3, Rio, German str., for Saigon.
- 3, Taille, German str., for Amoy.
- 3, Kong Beng, British str., for Bangkok.
- 3, Wolf, German g-bt., for Singapore.
- 4, Canton, British str., for Swatow.
- 4, Daphne, German str., for Kobe.
- 4, Java, British str., for Shanghai.
- 4, Kriemhilde, German str., for Hamburg.
- 4, Oscarshar, Norw. str., for Bangkok.
- 4, Rubens, British str., for Whampoa.
- 4, Strathnevis, British str., for Shanghai.
- 5, Fidelio, German str., for Saigon.
- 5, Deuterios, German str., for Saigon.
- 5, Activ, Danish str., for Pakhoi.
- 5, Murex, British str., for Shanghai.
- 5, Siam, British str., for Swatow.
- 5, Riversdale, British str., for Kobe.
- 5, Normandie, Norw. str., for Moji.
- 5, Taichow, British str., for Bangkok.

PASSENGER LIST.

ARRIVED.

- Per *Chelydra*, steamer, from Calcutta, &c.—Messrs. J. Bevan, Stewart Smith, and J. Nicholls.
- Per *Glensack*, str., from London.—Mr. and Mrs. Skinner, and Miss MacArthur.
- Per *Phra Chom Klao*, str., from Bangkok.—Mr. Williams.
- Per *Lawang*, str., from Hamburg.—Mrs. Hiliger, Messrs. Ohelshlager and Flaum.
- Per *Taichow*, str., from Bangkok.—Messrs. Conkling, Thrady, and Benson.
- Per *Canton*, str., from Shanghai, &c.—Mr. D. Kennedy.
- Per *Namoa*, str., from Coast Ports.—Messrs. Struch and Moze.
- Per *Kriemhild*, str., from Hyogo.—Messrs. Krutzfeldt and Otzen.
- Per *Pekin*, str., for Hongkong from London.—Captains Young and Ferguson, 2nd Lieuts. Grayson and Cruickshank, Acting Lieut. Alston. Mr. Ross. From Brindisi.—Mr. Howard. From Bombay.—Mr. F. Cassumally. From Singapore.—Messrs. A. K. Rhoden, Tan Yong Meng, L. H. Greenwood, and Dr. Wm. Nicholson. For Shanghai from London.—Mr. Lambe. From Brindisi.—Mr. Bould. From Bombay.—Messrs. Dover and King Sam. For Yokohama from London.—Mr. Boaz. From Brindisi.—Capt. Galmsky. From Bombay.—Mrs. Alison.
- Per *Te Ye*, str., from Tientsin, &c.—Mr. B. T. Taylor.
- Per *Cheang Chew*, str., from Singapore.—654 Chinese.
- Per *City of Rio de Janeiro*, str., from San Francisco, &c.—Messrs. D. K. Sliman and T. Sallerdict.
- Per *Formosa*, str., from Shanghai for Hongkong.—Mr. Noelle. For London.—Capt. and Mrs. Lowe.
- Per *Wm. Le Lacheur*, bark, from Singapore.—Mrs. C. B. Maddox.
- Per *Moldava*, str., from Halong Bay.—Mr. Delpon.
- Per *Ancona*, str., from Japan.—Mr. and Mrs. Adamson, Mrs. Iwata, Miss Head, Messrs. J. Harvie, J. Waddell, H. W. Bell, W. Simon, Anderson, Mak Yong Tong, C. Proctor, Osaki, Horgan, and Man Chong Wo.
- Per *Phra Chula Chom Klao*, str., from Bangkok.—Mr. R. Napier.
- Per *Prinz Heinrich*, str., from Bremen, &c.—Messrs. K. Sachse and family, C. Plate, John Stapelfeld, P. Dietrich, Th. Kay, Wm. Fischer, Chao Jung Tao (Secretary of Chinese Legation in London) and family, G. Toppe, Dr. Merklangham, Max Mosle, Chr. Mosle, Femelau and family, H. Levy, Leung Ki, F. von Schoeller, Hellmann, Mr. and Mrs. Engelbart, Misses E.

Alder, Gostz-Vebrich, A. Lozatti, and Fellicita Beretta.

Per *Rohilla*, str., from Shanghai for Hongkong.—Messrs. Hans Ziegler, Payton, Ward, A. Spitzel, and J. Poller. Mr. and Mrs. Cur-reem, Mrs. Wisman, and Mrs. Dasseng and 6 children. For Singapore.—Mr. Beauchamp. For Brindisi.—Mr. Spitzel. For London.—Rev. J. Meadows, Misses Meadows and Miss Holme.

Per *Haitan*, str., from Coast Ports.—Mr. Alfred King, Miss Fields, Mrs. Law.

Per *Empress of China*, str., from Vancouver, &c.—Mrs. Eiswaldt and 4 children, D. Horsey, Rev. W. McKibben, Messrs. R. Bauld, I. Bauld, D. Haskell, G. Ellis, R. Hobson, H. Pollock, S. H. Robb, Talati, Tso, Cheong, and Chung (2).

DEPARTED.

Per *Karlsruhe*, str., from Yokohama for Southampton.—Messrs. J. Nakahara and M. Gee. For Genoa.—Messrs. J. Petersen and T. Yano. For Bremen.—Messrs. S. Shibata and K. Bar-warnitz. For Antwerp.—Mrs. Niruma. From Hiogo for Southampton.—Capt. Cartner, Messrs. Sim, Cook, Livingston, Millat, Anderson, Tal-lens, and Scott. For Bremen.—Mr. C. Veet-meyer. From Nagasaki for Singapore.—Misses J. Yoshi, T. Nami, and Y. Tsuru. From Shang-hai for Genoa.—Mr. and Mrs. von Hannecken, Miss L. Kichner, Mr. F. G. Leiser. For Bre-men.—Lieut. Capt. Walther, Lieut. Fresmeyer, Lohlein, and Schlemmer, Mrs. Due Bojo, Mr. and Mrs. Edwards. For Southampton.—Mr. and Mrs. Valentine. For London.—Mr. and Mrs. McMurray, Mr. David McMurray, Mr. and Mrs. Munson, Messrs. Mason and John Craig. For Singapore.—Mr. C. Everest. From Hong-kong for Aden.—Messrs. A. Rahim and S. A. Rahim. For Genoa.—Mr. H. Crull.

Per *Coptic*, str., for Amoy.—Mr. N. Winnell. For Kobe.—Messrs. J. N. Boyd, C. T. Cartledge, Loo Cheong, Tacama, Mrs. Orago. For Naga-saki.—Mr. James R. Wallace. For Yokohama.—Rev. and Mrs. G. J. Williams, Messrs. L. Backler, O. Harley, and P. W. Kenny. For Honolulu.—Mr. T. W. Brown, Mr. and Mrs. Lun Cheong Wa. For San Francisco.—Mrs. S. W. Peoples and son, Mr. and Mrs. Eckley, Mrs. and Miss Pun Liad. For London.—Ca; t. Web-ber, Mr. and Mrs. E. Mackintosh, Mr. and Mrs. T. R. Munro, Mr. F. S. Unwin. For Liverpool.—Miss T. Groom. For Hamburg.—Mr. P. Hageans.

Per *Guthrie*, str., for Australia.—Miss Caro, Mr. and Master Skertchley, Mr. and Mrs. J. P. Terry, Mr. Emil Meyer, Mr. and Mrs. E. H. Montgomery. For Limor.—Messrs. Albano de Magalhaes, J. M. Ozorio, G. M. Menezes, Lieut. F. X. Alvares, Ensign and Mrs. C. F. Almeida.

Per *Natal*, str., from Hongkong for Saigon.—Mr. Revel, Rev. Vialleton, Mrs. Smokirna. For Singapore.—Messrs. A. H. Richard and T. Mikimoto. For Calcutta.—Mr. G. H. Gaynor. For Marseilles.—Messrs. P. Block, H. J. East, and Rev. Barnier. For Saigon from Yokohama.—Mr. B. Argy. From Nagasaki.—Messrs. Evans, Allamét, and Laito. From Shanghai.—Mr. Licot. For Singapore from Kobe.—Mrs. Shibuya, Messrs. Lamercier, Shi-buya, Iloo, Shibuya, Hagakawa, Takao, Kawai, and Lohsch. From Nagasaki.—Miss Yamashita, Messrs. Tukuyama and K. Hoshima. From Shanghai.—Messrs. W. Hafford, C. Taylor, B. Denny, P. Benedito, Domiano, Anton, Jacob, Gordon, B. Masters, C. Vergernie, H. Derling, J. Jones, T. and H. Pollard, P. Vercento, Wil-liams, C. Weller, and A. Berger. For Alexan-dria from Nagasaki.—Mrs. Tyrtoff and family. For Marseilles from Yokohama.—Messrs. Pardo, E. F. Sheparo, and C. E. Cushing. From Kobe.—Mr. Clément. From Nagasaki.—Messrs. H. Jauréguiberry, J. Remtégel, Auguste Bouscin, Hector Philippe, Honore Hurel, P. Duvegeant, Bonjou, Benet, and Meyer. From Shanghai.—Mrs. and Miss Haas, Mr. C. Youcour.

Per *Sungkiang*, str., for Manila.—Messrs. M. E. Loftus, Jose Diaz, and Jose Rodriguez.

Per *Hongkong*, str., for Haiphong.—Mr. P. Bous d'Anty (Consul of Lungchow), Messrs. Guis, Poymiran, and Rev. Navalha. For Pakhoi.—The Mandarin of Pakhoi and family.

Per *Pekin*, str., for Shanghai from Hongkong.—Dr. Gelpcke, Dr. Henneberg, Messrs. Harry Diereks, D. P. B. Conkling, J. Elliot Schrady, Izor Bevan, and Geo. D. Nicol. From Bombay.—Messrs. King Sam and Dover. From Brindisi.—Mr. Bauld. From London.—Mr. Lambe.

THE Hongkong Weekly Press AND China Overland Trade Report.

[Vol. XLI.]

HONGKONG: WEDNESDAY, 12TH JUNE, 1895.

No. 24.

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BIRTH.

At the Peak Hotel, Hongkong, on the 7th inst., the wife of the Rev. G. R. VALLINGS, of a daughter. [1212]

MARRIAGES.

On the 3rd June, at H.B.M. Consulate, Manila, by the Rev. G. H. Davies, of Hongkong, HARRY DAVIES CAMPBELL JONES, Hongkong and Shanghai Banking Corporation, to VICTORIA, eldest daughter of DANIEL BARNES, Esq., C.E., Lloyd's Surveyor and H.B.M. Acting Consul. [1213]

On the 10th June, 1895, at the Supreme Court, before the Hon. J. H. Stewart Lockhart, Registrar-General, and afterwards at St. John's Cathedral by the Rev. B. F. Cobbold, M.A., C. A. E. FRANKUCHEN, of the C. I. M. C., and son of the late Capt. E. B. E. Frankuchen, of the Hanoverian Guards, Hanover, to CATHERINE AURORA (KATE), eldest daughter of Mrs. M. B. RUCHWALDY, of Hongkong. [1232]

On Wednesday, 22nd May, at St. Stephen's, Hampstead, by the Ven. Archdeacon Moule (father of the bride), assisted by the Right Reverend Bishop Moule (uncle of the bride), WILLIAM HENRY BRENNAN, to CHARLOTTE AUGUSTA MOULE. [1232]

DEATHS.

On the 6th June, 1895, at Peak Hospital, WILLIAM THOMAS, aged 58 years. [1205]
At his residence, Taku Road, Tientsin, on 2nd June at 3 p.m., TENG LAISUN, M.A., Hamilton College, New York, U.S.A., for over twenty years Chief Private English Secretary to H.E. the Viceroy Li Hung-chang. Deeply lamented.

ARRIVALS OF MAILS.

The American mail of the 14th May arrived, per P. M. steamer *Gaelic*, on the 10th June (27 days).

EPITOME OF THE WEEK.

The annual report of the Hongkong Electric Co., Limited, gives the profit on the working account as \$8,858, which transferred to profit and loss account leaves the latter with a balance to credit of \$16,106. It is proposed to write off \$10,000 for depreciation and to carry the balance forward.

The Japanese are now in complete possession of North Formosa, and it is unlikely that they will meet with any serious opposition in the south.

The large sugar refinery proposed by many famous capitalists of Tokyo, Osaka, and Kobe last year is, the *Hyogo News* says, to be started with a capital of one million yen. The factory will probably be built in Osaka.

The annual report of Dakin, Cruickshank & Co., Limited, shows that the net profits amounted to \$1,186, which, after payment of the auditor's fee, has been deducted from the previous year's debit, which now stands at \$14,774.

A serious anti-foreign outbreak is reported from Chengtu, the capital of Szechuen, where the various missions, both Roman Catholic and Protestant, have been destroyed by the mob. The French Bishop was injured in the disturbances.

A serious collision occurred at Chinkiang on the 1st inst., when the German steamer *Triton* ran into the Indo-China steamer *Fooksang*, doing considerable damage. Both vessels subsequently proceeded to Shanghai, whence the *Triton* continued her voyage to Hongkong.

H. E. Li Han-chang, the ex-Viceroy of Canton, arrived at Hongkong on Wednesday by the gun-boat *Chen-to* and was escorted by half-a-dozen other vessels of the Canton flotilla. The usual salutes were fired. His Excellency left by the N. D. L. steamer *Prinz Heinrich* on Friday for Shanghai and thence proceeds to his home in Anhui.

The death of the Sultan of Johore, reported by Reuter, will cause sincere regret in Singapore, where His Highness was exceedingly popular. He left Singapore recently for Europe to obtain the best medical advice, being then in bad health. Favourable reports were received while he was on the voyage, but the improvement must have been only temporary. He could not have been many days in England when his death took place.

At a recent meeting of the Haiphong Chamber of Commerce there was considered an application to the Government, which was referred to the Chamber for its opinion thereon, for permission to erect kerosine oil tanks, the oil to be imported exclusively by French tank steamers. The application, which was made by M. Vimont, pointed out that similar tanks had been established at Singapore, Hongkong, Shanghai, and the open ports of Japan. The Chamber recommended that the application be granted, but not under the form of a monopoly, the members being of opinion that it should be open to any firm to enter on this line of business that might desire to do so.

We (*China Gazette*) learn from authentic sources that the chief reason given for the decision of the British Government, on the representation of the owners of the steamer *Kowshing*, for not insisting upon their claim of indemnity from the Japanese, was that it was held as a state of war existed *de facto* at the time the *Kowshing* was sunk. Acts of war had taken place that morning, when the Cantonese cruiser was engaged with the Japanese ships and set on fire, and also between the *Tsuyuen* and the Japanese cruisers. It was unnecessary to find which side commenced hostilities or to go back into the earlier acts of war which happened between the Japanese and Chinese troops on shore. Messrs. Jardine, Matheson & Co.'s claim is now to be presented to the Chinese Government.

Our (*China Gazette*) Tientsin correspondent writing on the 28th ult. tells us briefly of a most serious state of affairs in Manchuria. The Viceroy Kan Su has telegraphed that the Mahomedans there have rebelled and that five thousand of them have already come out under a standard of rebellion; and he, the Viceroy, asks for immediate reinforcements and war material.

The steamer *Ningpo*, after lying at Canton for some days, left on Wednesday night, about midnight, for Formosa, with her original cargo of cartridges, of which mention was made on the arrival of the steamer at Canton. She was to have taken a military official of high rank, designated the Formosa Admiral by the natives, but we have not heard if he went in her. The shipment of munitions to Formosa at the present juncture appears a curious proceeding on the part of the Chinese. There can be little doubt that the previous shipments, although nominally intended to be used in the preservation of order, were really intended for the rebels, but now that the island has been formally handed over to the Japanese it is unlikely that any Chinese munitions of war will be admitted, whether they be intended for the rebels or for the regular troops, supposing that there are any loyal troops remaining in the island.

Considerable constraint, the *Hyogo News* says, must have been felt upon both sides when Mr. Matsuo, Vice-Minister for Home Affairs, received a deputation on the subject of newspaper suspensions. The authorities have unquestionably been "going it" in this matter, and their conduct has excited great indignation and not altogether unnatural resentment. The delegation complained particularly of the long periods of suspension as an abuse of the powers conferred. The Vice-Minister passed through the ordeal very well. He replied that the Government did not resent criticism of its conduct or arguments upon its responsibility, but it was determined that inflammatory writing upon foreign relations should not be allowed. The peace of the country, he said, could not be sacrificed to the partisanship of its newspapers. If they tended to produce another Koyama or Tsuda they must be stopped at once peremptorily, or very serious complications might ensue.

The Tsingkiangpu correspondent of the *N. C. Daily News* writes:—The recent war with Japan is already having some effect, even in this out-of-the-way city, in impressing upon the Chinese the importance of foreign methods and ideas. Your correspondent has not seen for a long time a more ludicrous sight than the one he witnessed a few days ago in one of the suburbs—some coolies lately enrolled as soldiers having a squad drill. The coolies, about a hundred in number, dressed in their own dirty garments in all stages of dilapidation, were marching and counter-marching, to the tune of "strawfoot, hay-foot, strawfoot, hayfoot;" some in single file were trying to solve the mysteries of "goose step," while others in ranks, tall men and short men all together, chatting the while and with eyes staring in every direction but straight in front, were going through evolutions which would throw a foreign drill master into a frenzy of despair. What a picture of military discipline—chatting in the ranks, looking in every direction, and with the inevitable pipe or fan in hand! Fancy a member of a crack New York regiment or a Scottish Highlander with a fan in hand in the ranks! And yet this must be the genuine article, for the Chinese say it is *yang ts'ao* (foreign drill).